CITY OF KETCHUM, IDAHO
CITY COUNCIL
Monday, November 17, 2025, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION
Public information on this meeting is posted outside City Hall.
We welcome you to watch Council Meetings via live stream.
You will find this option on our website at www.ketchumidaho.org/meetings.

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

- Join us via Zoom *(please mute your device until called upon)*

Join the Webinar: https://ketchumidaho-org.zoom.us/j/83403884697
Webinar ID:834 0388 4697

- Address the Council in person at City Hall.

- Submit your comments in writing at **participate@ketchumidaho.org** (by noon the day of the meeting)

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

CALL TO ORDER: By Mayor Neil Bradshaw
ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are actions items, and a vote may be taken on these items.
COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Public Comments Submitted

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

2. Recommendation to approve minutes of November 3, 2025, City Council Meeting - City Clerk Trent Donat
3. Authorization and approval of payroll register - Finance Director Brent Davis
4. Authorization of disbursement of funds from the City's Treasury for the payment of bills - Finance Director Brent Davis
5. Recommendation to receive and file Treasurer's October 2025 Monthly Financial Reports (FY 2026 period 1) - Finance Director Brent Davis

6. Recommendation to approve interim budget change for 3rd floor conference room completion – Public Works Director Ben Whipple
7. Recommendation to approve updated street closure locations for special events - Director of Community Engagement Daniel Hansen
8. Recommendation to approve Surplus Resolution 25-025 for Fire Vehicles and Fire Equipment to new Fire District - City Clerk Trent Donat
9. Recommendation to approve Resolution 25-027 accepting Blaine County's certification of the 2025 November Election Results - City Clerk Trent Donat
10. Recommendation to Approve Contract for Services with Blaine County Housing Authority - Housing Director Carissa Connelly
11. Recommendation to approve Resolution 25-026 to approve updated City of Ketchum Employee Handbook - City Administrator Jade Riley

PUBLIC HEARING:

12. Recommendation to hold a public hearing/third reading by title only and approval of Ordinance 1260 for the consolidation of the City's land development regulations - Planning & Building Director Morgan Landers
13. Recommendation to hold a public hearing and conduct the second reading of Ordinance 1269 by title only, amendment to Title 12 of the Ketchum Municipal Code - Associate Planner Paige Nied

NEW BUSINESS:

14. Recommendation to approve Contract for Services 26053 to facilitate sale of Category Local condominiums – Carissa Connelly
15. Update on appointments to city boards and commissions – Mayor Neil Bradshaw
16. Briefing regarding proposed updates to City Code (Titles 1-4) - City Administrator Jade Riley

ADJOURNMENT:

Dawn Hofheimer

From: dgrarchitect@gmail.com
Sent: Monday, November 3, 2025 2:48 PM
To: Participate
Subject: Status Group E Box 6966 Application
Attachments: USPS-Application2025.pdf; IdahoDriverLicense.pdf; BlaineCountyVoterRegistration.pdf

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From: dgrarchitect@gmail.com <dgrarchitect@gmail.com>
Sent: Monday, November 3, 2025 2:43 PM
To: Shannon Ferraro <shannon.ferraro@usps.gov>
Cc: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Ketchum Participate <Participate@ketchumidaho.org>
Subject: Status Group E Box 6966 Application

Dear Postmaster Ferraro,

It has been my great fortune to be a fulltime resident here in Ketchum living just a couple of blocks from my PO Box 6966 for 26 years! My request to you now is for a status update on my Form 1093 Application for a Group E box please.

My initial application was submitted this past May 5th. My application was not approved in June due to a form of identification not considered acceptable by your office. Along with my Idaho Driver's License I had also submitted proof of mortgage from HomeLoanServ for my 491 N Main Street #202, Ketchum ID 83340 permanent address. This mortgage document was my 1098 mortgage annual tax and interest statement issued by HomeLoanServ.

An alternative form of proof of mortgage was not requested, but I did however mail to you subsequently in June my HomeLoanServ loan activity history statement. I did not receive any notice that this document was either approved or not approved.

On September 4th I resubmitted my entire application and additionally my Idaho Voter Registration Form as on file with the Elections Supervisor at Blaine County. It would certainly be my understanding that you should now have all documentation as required for my proof of Ketchum residency. Please confirm that my application is pending review and approval or alternatively inform me of what additional documentation you may require. I will be happy to submit whatever else you may request. Thank you! – dgr

Attachments:
Form 1093 Application
Idaho State Driver's License
Idaho Voter Registration Form

Derek G. Ryan
PO Box 6966
Ketchum ID 83340-6966
208.720.4153
dgrArchitect@gmail.com

Virus-free.www.avg.com

Dawn Hofheimer

From: Perry Boyle <Boylehp@yahoo.com>
Sent: Monday, November 3, 2025 4:22 PM
To: Participate
Cc: Sarah Lurie; Andrew Theophilus
Subject: For council member Hamilton

It was clear that the Clerk did not have knowledge regarding what you asked him about in the council meeting. He said he left it up to the department head, with no supervision.

The city is giving away two 2014 blowers and scrapping one 1985 blower.

There was a recent sale of the model and year of the 2014 used blowers for $6,000. We are gifting two of them. Thus, with no informed discussion, the Council approved lifting $12,000 from Ketchum taxpayers to Hailey.

This is part of a long-term pattern of fiscal of mismanagment that the Mayor admitted to of gifting surplus Ketchum equipment, often worth thousands of dollars, with no discussion.

It is poor governance and contrary to the fiduciary responsibility of the council to Ketchum residents. It underscores the weakness of the strong mayor system and its inherently poor supervision of city staff and business practices.

Thank you for at least raising it.

Perry Boyle
Ketchum

Dawn Hofheimer

From: Kerrin McCall <kerrinmac@gmail.com>
Sent: Friday, November 7, 2025 10:15 AM
To: Participate
Subject: Fwd: FCC takeover of wireless deployment must be stopped! PLEASE HELP

Attention: Ketchum City Council: This was sent to me by Eloise Christensen who now lives in Northern Calif. It concerns us all wherever we live and must be stopped. The deployment of these towers is about control and surveillance. They threaten our health and environment. They strip away local autonomy. It's simple — We do not want this intrusion.

ACTION TO STOP FCC TAKEOVER OF WIRELESS DEPLOYMENT . . .

😈 **The FCC has issued an extensive rulemaking** (**No. 25-276:** "Build America: Eliminating Barriers to Wireless Deployments") to render local governments powerless. The rulemaking removes "regulatory burdens" getting in the way of Big Telecom's swift installation of towers and antennas anywhere they please. **This proposal wipes out ordinance protections (public and environmental health, aesthetics, local zoning) that citizens and cities achieved in Marin-Sonoma and elsewhere in 2018-19. It will strip away any legal means currently available to**

fight wireless installations. Community input will be silenced. Increased surveillance will usher in more loss of privacy.

🚩 **If you have already taken an action on this issue, THANK YOU.**

Now please take the following Action Step right away: 🏃

Americans for Responsible Technology, a highly-respected safe-tech organization, **knows the critical importance of pushback from local leaders; it has created a website *for those leaders*! NOW OR OVER THE WEEKEND please forward this link to your mayor, city council members and county board of supervisors. Link to ART alert for local leaders:** https://www.25-276.org/

Find mayor & city council members' names/email addresses on your town/city website.
Marin County Supervisors: https://www.marincounty.gov/departments/board
Sonoma County Supervisors' email address : bos@sonomacounty.gov

**Include a short personal note as their constituent, urging them to take action now. Briefly share your reasons if you choose.

What's at stake?
Rulemaking No. 25-276 strips LOCAL CONTROL of:

- Community voices (including in public hearings) to oppose towers with no recourse by elected officials
- Placement of wireless facilities
- Protective ordinances

- Land uses under specific conditions (like via conditional and special use permits)
- Independent testing of radiation “safety"
- Constitutional property and privacy rights

Thank you! vs

Watch this space for the next impactful action

Of further interest re the FCC rulemaking

- **10/14/2025 webinar video featuring attorneys Julian Gresser, Bob Berg, Scott McCollough, Odette Wilkens — and grassroots advocate, Sidnee Cox –- https://www.bbilan.org/blog/2025-10-14-ec-fcc-order From the introduction:** *"Time is of the essence because the suppression of the Constitutional rights of local communities under the 9th, 10th 14th and 15th Amendments attempted by the FCC proposed Order is being reinforced and supported by at least 50 bills currently before Congress. Members endorsing these bills appear to be uninformed about the national security risks presented by the FCC’s ill-considered proposal."*
- Telecom law firm **BBK’s 10/8/2025 legal alert entitled "Localities Need to Respond to FCC Rulemaking Proceeding That Proposes Expanded Federal Preemption of Local Wireless Siting Authority”**

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Thursday, November 6, 2025 9:30 PM
To: Matthew A. Johnson
Cc: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate; mdavis@co.blaine.id.us; lmollineaux@co.blaine.id.us; Angenie McCleary; KFD Admin
Subject: Fwd: fire department

Follow Up Flag: Follow up
Flag Status: Completed

Subject: Urgent: Dual Representation and Fire District Transaction

Good evening, Matt:

I'm forwarding what you've undoubtedly already seen — my email yesterday to Neil regarding ongoing objections to dual representation. I thought it appropriate to reach out directly to you at this point, while keeping him and the pertinent councils copied.

As you are aware, many members of the Ketchum public have opposed this transaction on multiple, well-documented grounds. Yet the "consolidation" appears to be proceeding without any meaningful response to those concerns.

Unfortunately, the mayor and council have rejected public requests for access to the legal advice underlying what is being attempted, despite what I believe to be the public's clear entitlement to that information. The lack of transparency on this and related matters is deeply concerning and unacceptable.

For the reasons indicated, **I must insist that the underlying transaction be suspended, and that your firm immediately cease representing either party to this transaction. I make this demand upon the parties copied here as wel**l - The city council, the county commissioners and the fire district.

If, upon review, you believe I've misunderstood the facts or am mistaken in law, I would sincerely appreciate your prompt clarification with detailed information on what is now being planned. Given what appears to be a concerted effort to consummate this action as quickly as possible, I ask that you reply no later than **Friday, November 14**, to avoid the need to initiate formal ethical and/or legal proceedings as previously outlined.

Thank you in advance, Matt, for the courtesy of your attention and reply.

Respectfully,

Jim Hungelmann

This correspondence is offered in good faith as a member of the public seeking clarity and accountability on a matter of civic concern.

-------- Forwarded message ---------
De: **James Hungelmann** <jim.hungelmann@gmail.com>
Date: mié, 5 nov 2025 a las 22:35
Subject: Re: fire department
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>
Cc: robert g vallee jr <robertgvalleejr@gmail.com>

Dear Neil,

Following your email referencing a "de minimis" exception, I conducted further research and found no legal or ethical basis to permit a single law firm to advise both the City of Ketchum and the regional Fire District on the $10 million station transfer.

Consequently, I believe the representation by White Peterson—either of the City or the Fire District—must cease immediately. The City and the District should each retain separate, independent legal counsel to negotiate and document this transaction.

I respectfully insist, as a member of the Ketchum public, that until this is resolved in accordance with applicable law and ethical standards:

1) All matters relating to this MOU and any transfer of assets, together with the firm's representation to the City on any other matters, be suspended immediately, and
2) Any written legal advice on this matter be shared with me and any other requesting member of the Ketchum public.

My comments herein are based on what the public has been shown — a draft MOU, not a lease — but, as pointed out later, the concerns are virtually identical.

I would welcome discussing these matters with Matt Johnson, in hopes of avoiding an ethics complaint to the State Bar and/or litigation to halt what I view to be a legally and ethically unsound transaction as it has been advanced to this point, apparently with the guidance of White Peterson.

These are my views, as a senior member of the Idaho Bar and as a Ketchum resident:

1. The Dual Representation Conflict of Interest

Under every major set of ethics rules governing public-sector representation, dual representation such as this constitutes a serious conflict-of-interest problem that vitiates the proposed transfer and requires that the firm discontinue representing the City in this —and potentially any and all matters moving forward—at least unless this is responsibly addressed.

Rule 1.7(a) of the ABA Model Rules of Professional Conduct, adopted by Idaho and many states, prohibits representation of two clients with directly adverse interests in the same matter unless (1) the lawyer reasonably believes they can competently and diligently represent each, and (2) each client gives informed consent, confirmed in writing. For a city asset sale or transfer, the City and the Fire District are separate legal entities with opposing interests (price, terms, liability, control), comprising a direct adversity conflict under 1.7(a)(1).

2. No Legitimate "De Minimis" Exception

There is no legitimate "de minimis" exception that would allow any single law firm to represent both a City and a separate Fire District in a $10 million asset "sale" between them. Each must be represented independently to

preserve fiduciary duty, public confidence, and the validity of the transaction, as well as continuity of essential services for the City.

There is no legal basis for the notion that public-entity transactions can be treated as minor or waivable simply because both sides are governmental.

3. The Conflict Is Non-Consentable and Cannot Be Waived

The Idaho Rules of Professional Conduct (IRPC 1.7 & 1.13) — and case law — treat conflicts in inter-governmental deals as "non-consentable" when a lawyer's duty of loyalty to one client (the City) would materially limit their duty to another (the District). The City attorney cannot claim the conflict is "de minimis" because the terms of sale, valuation, and transfer conditions directly affect each client's legal and financial position.

Moreover, each entity must have independent counsel for any contract involving transfer of public assets or assumption of debt. The Idaho State Bar's Ethics Opinion No. 122 (and comparable opinions elsewhere) make clear that a single lawyer representing both a seller-municipality and the purchasing or successor district "would create an impermissible conflict that cannot be waived by consent." Therefore, any prior advice or document drafted by the same firm for both is subject to challenge or rescission as irretrievably tainted by conflict.

4. Obligation to Withdraw Representation

If the same firm that has represented both the City and the District in the fire station transfer seeks to continue representing one of them afterward: IRPC Rule 1.9(a) forbids representing a new client in the same or a substantially related matter against a former client without that former client's informed consent, confirmed in writing. The "former client" (for example, the City) must freely consent, fully understanding that the firm will now act against its interests in any dispute or renegotiation related to the transfer. In public-entity contexts, such consent is rarely valid because the entity's governing body (not individual officials) would need to approve it at a public meeting, and any such waiver could itself breach fiduciary duty to the taxpayers.

When a single firm has acted for both sides of a municipal asset sale, the only clean remedy is for the firm to withdraw from representing both and allow each entity to obtain new, independent counsel. Continuing for one side exposes the firm to disqualification, bar discipline, and invalidation of the transaction if the conflict of interest tainted negotiations or advice. Even if no lawsuit is filed, the "optics" and fiduciary concerns for public funds make continued representation indefensible.

While no Idaho formal opinion appears to declare it in exactly these terms, the Idaho Rules of Professional Conduct (IRPC 1.7 & 1.13) — which mirror the ABA Model Rules — impose a duty of loyalty and prohibit representation of clients with directly adverse interests unless informed consent is obtained. The ABA has addressed analogous issues in Formal Opinion 97-405 (Conflicts in Representing Government Entities).

Because White Peterson has represented both the City and the Fire District up to this point in the same asset transfer, it cannot ethically continue for one party afterward unless the other gives truly informed written consent — and in a public transaction, any consent of the City is effectively impossible.

5. Legal Exposure to the City

If the Ketchum City Council knowingly allows its contracted law firm — which previously represented both sides of the same transaction – i.e., developing the MOU on the $10 million fire-station asset transfer without clear consideration — to return as counsel for the City, it exposes the Council and the firm to serious conflict-of-interest violations and invalidates all actions to date tied to that transaction.

Under IRPC 1.7, 1.9 and 1.13, a lawyer may not represent a client whose interests are directly adverse to another current or former client in the same or a substantially related matter without that former client's fully informed, written consent. Because the fire-station transfer involved opposing interests — the City as seller and

the District as buyer — the conflict is not waivable in any meaningful sense. Any attempt by the Council to "consent" on behalf of the taxpayers would likely be viewed as invalid, since the public at large are the real beneficiaries of the City's fiduciary duties.

6. Ethically, the Public Is the Client

Municipal attorneys owe duties not only to the council but also to the public entity itself, meaning the residents. Allowing the same firm to return after negotiating a one-sided or inadequately supported transfer suggests divided loyalty and self-review, which the ethics rules prohibit. Even if no explicit litigation arises, the arrangement could be challenged as a breach of fiduciary duty or constructive fraud under Idaho's municipal and contract laws.

Potential consequences include disciplinary action against the law firm by the State Bar for conflict of interest and for undermining public trust. The City could face civil challenges or rescission claims for its reliance on advice from conflicted counsel. Moreover, any subsequent legal matter in which the firm seeks to legally assist would be tainted and voidable by the public for lack of independent legal representation.

A city council cannot ethically or prudently "waive" this kind of conflict. Once a law firm has represented both sides of a public-asset transfer, it must withdraw from both. Returning to represent one side afterward would violate professional-conduct rules, breach fiduciary obligations to the public, and likely invalidate the entire transaction.

7. Required Next Steps

1. Terminate the conflicted engagement immediately.
2. Retain independent outside counsel to review both the transaction and the law firm's conduct.
3. Disclose the conflict publicly to restore transparency and protect the City from allegations of concealment.

8. Legal Advice Is Public Property

Any written legal advice given to the City Council on these matters is the property of the Ketchum public and must, absent a valid privilege, be shared with requesting citizens.

Under Idaho's Public Records Act (Idaho Code §§ 74-101 to 74-126), legal advice may be withheld under the attorney-client privilege (IC § 74-107(1)); however, that protection is forfeited when advice justifies official action or is shared with the other party. Once waived, the City cannot later claim the document is exempt from disclosure.

9. Constitutional Concerns

There is also the position I have previously advanced [see my email to you and the Council dated August 20, 2025] that this attempted transfer would violate Idaho's gift-clause and/or public-finance statutes.

A single law firm cannot ethically represent opposing parties in the same transaction — particularly one involving public assets, valuation, and control — because doing so destroys the independence of legal judgment required to ensure compliance with the Idaho Constitution's gift clause (Art. VIII, Section 4) and public-finance laws.

When a city transfers a $10 million publicly owned fire station to another entity without clear, enforceable consideration in return, the transaction risks becoming an unconstitutional gift of public property. In such a case, the duty of counsel is to defend the taxpayers' interest, not to engineer an outcome favorable to both sides.

The conflict is especially grave here because the law firm's dual representation means no one was positioned to advocate exclusively for the City on critical questions of valuation, debt assumption, and reciprocal benefit —

all of which go to the heart of the gift-clause prohibition. Any legal advice used to justify that dual representation or to claim the transfer was permissible is inherently compromised and cannot cure the lack of independent counsel or the absence of legitimate consideration.

By also representing the Fire District, the City's long time contracted law firm White Peterson deprived the City of its right to independent, competent, and zealous legal counsel — counsel that should have identified and protected the City against unlawful transactions causing substantial harm.

Even if the contemplated arrangement is styled as a long-term lease rather than an outright transfer, the ethical and constitutional analysis remains substantially the same. A lease that conveys effective control or long-term benefit without clear, reciprocal, and enforceable consideration is, in substance, a transfer of public assets — and therefore subject to the same conflict-of-interest and gift-clause prohibitions.

Neil, I raise these issues in good faith, to preserve the City's integrity, the taxpayers' trust, and lawful governance upon which we all depend.

Given the City's imminent agenda on this item, I request that all related action be postponed pending legal clarification.

Depending on your reply, I will follow up on the Council's record to ensure these concerns are duly acknowledged and addressed.

Thank you,

Jim

El mié, 5 nov 2025 a las 8:31, James Hungelmann (<jim.hungelmann@gmail.com>) escribió:

> Thanks Neil for reply, respectfully disagree and stand on the precision of my submissions on his - wildly unconstitutional and illegal transfer and unethical representation.
>
> Needed that confirmation before referring it to the Bar.
>
> Jim

El mié, 5 nov 2025 a las 8:01, Neil Bradshaw (<NBradshaw@ketchumidaho.org>) escribió:

> Hi Jim
> The lease documents have not been finalized but I expect them to be completed this year.
> City attorney (Matt) will be representing both sides as there will be deminimus value to the lease.
> Cheers
> Neil
>
> **NEIL BRADSHAW | CITY OF KETCHUM**
> **Mayor**
> P.O. Box 2315 | 191 5th Street,W | Ketchum, ID 83340
> o: 208.727.5087 | m: 208.721.2162
> nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Nov 4, 2025, at 11:19 PM, James Hungelmann <jim.hungelmann@gmail.com> wrote:

Hi Neil

Could you give us a heads up, is our contacted law firm still representing both sides of the asset transfer translation? Has any MOU or anything else been signed?

thanks

Jim

Dawn Hofheimer

From: Michael David <msdavid1@gmail.com>
Sent: Friday, November 7, 2025 3:05 PM
To: Participate
Subject: Road Diets (Roadway Reconfiguration) | FHWA

FHWA is a big supporter of road diets. Someday hopefully ITD and Blaine County will adopt these proven safety countermeasures.

Mike David
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhighways.dot.gov%2fsafety%2fproven-safety-countermeasures%2froad-diets-roadway-reconfiguration&c=E,1,grfiR2y6cjjH51QPIdGZq3opwd9b2PgtrDIFtQ4DeNoucZVYXFW3rOdFwbQxM5uXCPgRGwSVg0TXPpwvKV8GR6DlxG9niOwsWVVo3yg3&typo=1

Michael
208-450-9178

Dawn Hofheimer

From: Wesley R. Fleuchaus <wfleuchaus@gmail.com>
Sent: Monday, November 10, 2025 8:34 AM
To: Participate
Subject: Ketchum should do compost drop off bins

Follow Up Flag: Follow up
Flag Status: Flagged

Like hailey does:

Compost | City of Hailey, ID

Thanks!

Docusign Envelope ID: 64663CBC-948A-4F8C-BB29-01BB125D939A

CALL TO ORDER: *(00:00:16 in video)*
Mayor Neil Bradshaw called the Ketchum City Council meeting to order at 4:00 p.m.

ROLL CALL CITY COUNCIL:
Amanda Breen (remote)
Courtney Hamilton
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:
Andrew Mentzer—Blaine County Sustainability (remote)
Ben Whipple—Director of Public Works
Brent Davis—Director of Finance
Carissa Connelly—Director of Housing
Eve Preucil—Blaine County Sustainability
Jade Riley—City Administrator
Morgan Landers—Director of Planning and Zoning (remote)
Paige Nied—Senior Planner
Robyn Mattison—City Engineer (remote)
Trent Donat—City Clerk and Business Manager

COMMUNICATIONS FROM MAYOR AND COUNCIL:
Comments and discussion by the Council (*00:00:40 in video)*

CONSENT AGENDA:
Comments and discussion by the Council (*00:01:47 in video)*

10. Recommendation to enter into Contract 26014 with Blaine County in support of the shared sustainability program
Presented by: Jade Riley (*00:09:43 in video)*

Comments and discussion by the Council (*00:09:52 in video)*

Motion to approve Consent Agenda item numbers #1 - #16, excluding #14 *(00:21:31in video)*
MOVER: Spencer Cordovano
SECONDER: Courtney Hamilton
AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano
RESULT: Motion Passes

14. Recommendation to approve Contract for Services 26053 to facilitate sale of Category Local condominiums (*00:22:33 in video)*
Presented by: Carissa Connelly

Docusign Envelope ID: 64663CBC-948A-4F8C-BB29-01BB125D939A

Comments and discussion by the Council (*00:24:31 in video)*

Item #14 tabled (*00:46:20 in video)*

PUBLIC HEARING:

17. Recommendation to hold a public hearing and conduct the second reading of Ordinance 1260 by title only for the consolidation of the City's land development regulations

Presented by: Morgan Landers *(00:46:25 in video)*

Comments and discussion by the Council (*00:48:12 in video)*

Public Hearing Opened (*00:55:30 in video)*

- Ned Burns (*00:55:40 in video)*
- Perry Boyle (*00:56:30 in video)*
- Dick Fenton (*00:58:15 in video)* (remote)

Public Hearing Closed (00*:58:51 in video)*

Comments and discussion among the Council and staff (*00:59:00 in video)*

Motion that Ordinance 1260 be read by number and title only, and schedule the third reading on November 17, 2025 (*01:03:34 in video)*
MOVER: Courtney Hamilton
SECONDER: Spencer Cordovano
NAYS: Tripp Hutchinson
AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton
RESULT: Motion Passes

Trent Donat read Ordinance 1260 by title only (*01:04:09 in video)*

18. Recommendation to hold a public hearing and conduct the first reading by title only of Ordinance 1269, an amendment to Title 12 of the Ketchum Municipal Code

Presented by: Paige Neid *(01:04:56 in video)*

Comments and discussion among the Council and staff (*01:11:57 in video)*

Public Hearing Opened (*01:14:54 in video)*

- Ned Burns (*01:15:05 in video)*

Public Hearing Closed (*01:17:47 in video)*

Comments and discussion among the Council and staff (*01:17:58 in video)*

Motion to approve the first reading of Ordinance 1269 by number and title only (*01:29:16 in video)*
MOVER: Courtney Hamilton
SECONDER: Tripp Hutchinson
AYES: Tripp Hutchinson, Courtney Hamilton, Amanda Breen
NAYS: Spencer Cordovano
RESULT: Motion Passes

Trent Donat read Ordinance 1269 by title only (*01:29:39 in video)*

Docusign Envelope ID: 64663CBC-948A-4F8C-BB29-01BB125D939A

NEW BUSINESS:

19. Recommendation to adopt Resolution 25-023 – Travel Policy for Elected Officials
Presented by: Jade Riley (*01:30:28 in video)*

Comments and discussion by the Council and staff (*01:31:36 in video)*

Motion to adopt Resolution 25-023 with the following change of deleting the final sentence of section one (*01:48:09 in video)*
MOVER: Tripp Hutchinson
SECONDER: Courtney Hamilton
AYES: Courtney Hamilton, Amanda Breen, Tripp Hutchinson
NAYS: Spencer Cordovano
RESULT: Motion Passes

20. Recommendation to approve the Housing Action Plan for FY2026
Presented by: Carissa Connelly (01:48:38 *in video)*

Comments and discussion by the Council and staff (*02:18:28 in video)*

Motion to adopt the FY2026 Housing Action Plan (*02:52:55 in video)*
MOVER: Tripp Hutchinson
SECONDER: Courtney Hamilton
AYES: Amanda Breen, Spencer Cordovano, Courtney Hutchinson, Tripp Hutchinson
RESULT: Motion Passes

21. Review and discussion of FY2026 City Work Plan
Presented by: Jade Riley (*02:56:29 in video)*

Comments and discussion by the Council and staff (*02:57:57 in video)*

Motion to approve the FY2026 work plan with no additional changes (*03:05:02 in video)*
MOVER: Courtney Hamilton
SECONDER: Spencer Cordovano
AYES: Amanda Breen, Courtney Hamilton, Spencer Cordovano
NAYS: Tripp Hutchinson
RESULT: Motion Passes

22. Overview of Fiscal Year 2025 and associated re-budgets/reallocation recommendations
Presented by: Brent Davis (*03:05:24 in video)*

Comments and discussion by the Council and staff (*03:36:45 in video)*

Motion to approve the FY2025 end-of-year process, and direction (*03:41:11 in video)*
MOVER: Spencer Cordovano
SECONDER: Tripp Hutchinson
AYES: Amanda Breen, Courtney Hamilton, Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

Docusign Envelope ID: 64663CBC-948A-4F8C-BB29-01BB125D939A

EXECUTIVE SESSION

25. Idaho Code 74-206(1)(f)- To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(f)- To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated (*03:41:38)*
MOVER: Courtney Hamilton
SECONDER: Spencer Cordovano
AYES: Courtney Hamilton, Spencer Cordovano, Tripp Hutchinson, Amanda Breen
RESULT: Motion Passes

No decisions or actions taken in Executive Session (*03:40:19 in video)*

Motion to adjourn. *(03:42:22 in video)*
MOVER: Courtney Hamilton
SECONDER: Spencer Cordovano
AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano
RESULT: Adjourned

DocuSigned by:
032B2B10E596435...
Neil Bradshaw, Mayor

ATTEST:
Signed by:
7FAF9B9BC7D8434...
Trent Donat, City Clerk

Signed by:
CITY OF KETCHUM SEAL BLAINE COUNTY, IDAHO

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC					
NBS-National Benefit Services	CP412688	HRA Medical Claims	1,277.79		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	17,072.44		0
Total :			18,350.23		
LEGISLATIVE & EXECUTIVE					
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	13.32		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	68.00		0
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG					
COLORADO ASSOCIATION OF S	2160	Registration fee for CAST Meeting in Keystone	95.00		0
Ramp	103125	Accommodations for Mtn Towns 2030	479.32		0
Ramp	103125	MTN2030 registration	500.00		0
Total LEGISLATIVE & EXECUTIVE:			1,155.64		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	3,782.29		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	415.00		0
01-4150-2760 OTHER EMPLOYEE BENEFITS					
Ramp	103125	Dept Head offsite with BDHR	46.16		0
Ramp	103125	Dept Head offsite lunch	337.09		0
Ramp	103125	All Hands staff lunch	141.98		0
Ramp	103125	All Hands lunch	847.50		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
Gem State Paper & Supply	1150959	Coffee creamers, trash bags, cups, tissue, and cleaning supplies	412.38		0
Gem State Paper & Supply	1150959-01	Liquid coffee creamer, sugar packets, and coffee mate supplies	113.94		0
Ramp	103125	IT Ram and Ethernet	227.67		0
Ramp	103125	Office Supplies	56.98		0
Ramp	103125	Business Cards	76.17		0
Ramp	103125	Business Cards for Water and Planning and Building	100.79		0
Ramp	103125	Desktop nameplate for Public Works Director	21.00		0
Ramp	103125	Staff/board desktop name plates	66.22		0
Ramp	103125	Food Spoons-Office Supplies	28.15		0
Ramp	103125	San Francisco Coffee Pods	49.01		0
Ramp	103125	Office Supplies-Organizational Items-Front Lobby	182.22		0
Ramp	103125	Food bowls-office supplies	15.19		0
Ramp	103125	Office Supplies Purchase-Candy Dish + Candy	41.94		0
Ramp	103125	Office Supplies-Batteries	18.95		0
01-4150-4200 PROFESSIONAL SERVICES					
Apex Integrated Security Solutions, I	00044801	Lenel OnGuard security system upgrade and migration service labor	1,280.00		0
Western Records Destruction	0781508	Document destruction and recycling services for October 2025	226.00		0
Alturas Law Group	5701	Legal services for easement agreement and land discussion	775.00		0
FD Ventures	2025-12	Year Contract for Community Engagement/Event Support	3,333.34	26024	0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	Conference lodging expenses	522.00		0
01-4150-5200 UTILITIES					
Ramp	103125	76053745030 191 5th St W	39.64		0
Total ADMINISTRATIVE SERVICES:			13,156.61		
CITY CLERK					
01-4152-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	2,482.05		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	275.01-		0
01-4152-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	Travel insurance	32.47		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Ramp	103125	Travel expense for PIPTA Conference	474.00		0
Ramp	103125	Travel expense for PIPTA conference	35.00		0
Ramp	103125	Food/Beverage PIPTA Conference	4.25		0
Ramp	103125	PIPTA Conference Accommodations	842.00		0
Ramp	103125	Food PIPTA Conference	40.14		0
Ramp	103125	Food PIPTA conference	52.50		0
Ramp	103125	Travel expense for PIPTA conference	35.00		0
Ramp	103125	Parking for PIPTA Parking Conference - Eugene, OR	72.00		0
Ramp	103125	Food/Beverage-PIPTA	4.90		0
Ramp	103125	Meal-PIPTA Conference	57.00		0
01-4152-5100 TELEPHONE & COMMUNICATIONS					
Ramp	103125	Clerk Telephone & Communications	229.37		0
Ramp	103125	Monthly telecommunications service	81.46		0
Ramp	103125	Roam-50GB	50.00		0
Ramp	103125	Monthly telecommunications service	1,311.60		0
01-4152-5110 COMPUTER NETWORK					
Leaf	19304975	Equipment financing invoice for contract 100-6877711-001	916.41		0
Ramp	103125	Webinar 500 Monthly, ZOOM Rooms Annual, ZOOM Workplace Business	2,856.00		0
Ramp	103125	Mailchimp - Email Marketing Services	300.00		0
Ramp	103125	Cloud Storage Services	63.95		0
Ramp	103125	reMarkable tablet subscription for software services	3.23		0
Ramp	103125	Microsoft Online Services	48.00		0
Ramp	103125	Windows 11 purchase for new Lenel server	199.00		0
Total CITY CLERK:			9,915.32		
COMMUNITY ENGAGEMENT					
01-4154-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	376.93		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	1,356.58		0
01-4154-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	Annual department strategic planning meeting	58.84		0
Ramp	103125	Media training materials	27.79		0
Ramp	103125	Professional development book	1.05		0
Ramp	103125	Staff Media Training Book	25.89		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4154-5150 COMMUNICATIONS					
Worth Printing	9852	Printing services for Coroplast Signs	147.96		0
Ramp	103125	Streets Equipment Decals	126.18		0
Ramp	103125	Facebook Ads	32.10		0
Ramp	103125	Monthly text service	239.00		0
Ramp	103125	Facebook Ads	32.14		0
Ramp	103125	Facebook Ads	35.66		0
Ramp	103125	Facebook Ads	16.00		0
Ramp	103125	Facebook Ads	41.80		0
Ramp	103125	Facebook Ads	36.48		0
Ramp	103125	Facebook Ads	32.02		0
Ramp	103125	Facebook Ads	24.98		0
Ramp	103125	Stock photography subscription	74.20		0
Ramp	103125	Facebook Ads	44.92		0
Ramp	103125	Facebook Ads	18.05		0
Ramp	103125	Facebook Ads	32.03		0
Ramp	103125	Facebook Ads	27.66		0
Ramp	103125	Facebook Ads	3.55		0
Ramp	103125	Facebook Ads	62.79		0
Ramp	103125	Facebook Ads	.26		0
Ramp	103125	Facebook Ads	54.55		0
Ramp	103125	Facebook Ads	38.03		0
Ramp	103125	Facebook Ads	25.76		0
Ramp	103125	Facebook Ads	59.66		0
Ramp	103125	Facebook Ads	63.69		0
Ramp	103125	Facebook Ads	4.38		0
Ramp	103125	Facebook Ads	60.79		0
Ramp	103125	Facebook Ads	11.39		0
Total COMMUNITY ENGAGEMENT:			3,193.11		
FINANCE					
01-4156-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	639.11		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	884.92		0
01-4156-3100 OFFICE SUPPLIES & POSTAGE					
Ramp	103125	Office Supplies	48.33		0
Ramp	103125	Postal service for check delivery	33.40		0
Ramp	103125	Adobe Acrobat Subscription	19.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4156-4200 PROFESSIONAL SERVICES					
Ramp	103125	Docusign Monthly	15.00		0
01-4156-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	Team Lunch	33.95		0
Ramp	103125	Monthly Team Meeting	69.40		0
Ramp	103125	Lunch Meeting	21.12		0
Total FINANCE:			1,765.22		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
White Peterson Law Firm	24892R 093025	Monthly Retainer Rate	16,500.00		0
01-4160-4270 CITY PROSECUTOR					
Allington, ESQ., Frederick C.	120338	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			20,383.33		
PLANNING & BUILDING					
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	1,552.52		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	353.40		0
01-4170-3200 OPERATING SUPPLIES					
Atkinsons' Market	05998879	Fruit, muffins, and pastries	35.89		0
Ramp	103125	Contractors Lunch	378.55		0
Ramp	103125	TAG meeting refreshments	106.20		0
01-4170-4200 PROFESSIONAL SERVICES					
Mattison, Robyn	2025.1	Engineering services for building permit and development review applications	5,812.50		0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
Safebuilt LLC	2686749	Building inspection services for various projects during October 2025	3,718.75		0
Safebuilt LLC	2726996	Building permit fees and plan check services for multiple properties	24,786.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4170-4500 GEOGRAPHIC INFO SYSTEMS					
Ramp	103125	GIS software subscription	810.00		0
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
Ramp	103125	APA Idaho Membership	55.00		0
Ramp	103125	APA Membership	101.00		0
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	Refund for hotel overcharge	152.55-		0
Ramp	103125	Conference Accommodation Expense	463.82		0
Ramp	103125	Planning resource subscription	37.49		0
Total PLANNING & BUILDING:			38,058.57		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
Best Day HR	45961	HR consulting, software subscriptions, and leadership training sessions	9,724.25		0
01-4193-4220 IT PROFESSIONAL SERVICES					
Ketchum Computers, Inc.	21359	Monthly IT maintenance, network support, and various computer services	12,612.00		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
Snee, Molly	2025.11	MONTHLY RETAINER RATE	1,000.00		0
Ramp	103125	Truck Parts	335.00		0
Ramp	103125	26223127833 Saddle Rd - Last Month	39.37		0
Ramp	103125	Telecommunications service	248.60		0
Total NON-DEPARTMENTAL:			23,959.22		
FACILITY MAINTENANCE					
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP413423	HRA Medical Claims	355.72		0
01-4194-3200 OPERATING SUPPLIES					
Ramp	103125	ATV Cover Warm Springs	64.75		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-3500 MOTOR FUELS & LUBRICANTS					
Ramp	103125	Fuel	72.58		0
01-4194-4200 PROFESSIONAL SERVICES					
Lily & Fern LLC	6182	Fall cleanup services for property maintenance on October 14, 2025	245.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
Lily & Fern LLC	6184	Fall Cleanup services provided on October 14, 2025	245.00		0
Ramp	103125	Holiday decorations	1,145.04		0
01-4194-5200 UTILITIES					
Idaho Power	2208579470 11	2208579470 215 Lewis St Compactor	107.74		0
Ramp	103125	Telecommunications service	81.99		0
Ramp	103125	65669030002 491 SV Rd Fire Pit Gas Service	17.34		0
Ramp	103125	32649330001 Gas Service	28.46		0
Ramp	103125	44919030005 131 River St Gas Service	11.26		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. Houston Lumber Co	2510-945641	Lock installation kit	25.99		0
A.C. Houston Lumber Co	2510-945890	Tape, bit spade	10.58		0
Chateau Drug Center	30335	Deadbolts and key making services	57.94		0
Ramp	103125	Front Door Hardware	131.45		0
Metro Elevator Idaho Inc	10005	State Required Testing and maintenance for City Hall elevator	2,500.00		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
Clear Creek Land Co. LLC	0000051765	Mobile storage rent for November 2025 service period	231.00		0
Ramp	103125	Internet Services	143.00		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
Walker Sand and Gravel	1578226	Materials delivery of natural sand	127.10		0
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI					
Warm Springs Auto Parts LLC	212857	Auto parts	21.95		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
Chateau Drug Center	3032818	Gumout Start Fluid	6.64		0
Ramp	103125	Hitch for grooming equipment	92.99		0
01-4194-6950 MAINTENANCE					
A.C. Houston Lumber Co	2510-943702	Gap filler	7.59		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
A.C. Houston Lumber Co	2510-944476	Dowel for Camera	.69		0
Chateau Drug Center	3075828	Diamond Blade	16.14		0
Chateau Drug Center	3082590	Batteries	22.79		0
Chateau Drug Center	3082648	LED bulbs	34.18		0
Ramp	103125	Facility maintenance supplies purchase	216.00		0
Ramp	103125	Supplies for machinery and equipment maintenance	72.37		0
Total FACILITY MAINTENANCE:			6,093.28		
POLICE					
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	204.92		0
01-4210-3200 OPERATING SUPPLIES					
Ramp	103125	Footwear for operations	75.63		0
Ramp	103125	Footwear for operations	132.50		0
Ramp	103125	Operational supplies for CSOs	201.40		0
Ramp	103125	Operational supplies for CSOs	201.40		0
Ramp	103125	CSO Uniform	109.54		0
01-4210-3500 MOTOR FUELS & LUBRICANTS					
Ramp	103125	Fuel for operations	78.66		0
Ramp	103125	Fuel for vehicles	84.44		0
Ramp	103125	Fuel for vehicles	65.08		0
01-4210-4200 PROFESSIONAL SERVICES					
Marky's Super Tow	41758	Towing services for vehicle relocation	700.00		0
01-4210-4250 PROF.SERVICES-BCSO CONTRACT					
Blaine County Clerk/Recorder	201094	BCSO Law Enforcement Services	159,837.92		0
01-4210-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333466365 101	333466365 Monthly Telephone Services	402.20		0
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
Dick York's Auto Service	95980	Vehicle maintenance including oil change, filters, and labor	215.30		0
Dick York's Auto Service	95981	Vehicle maintenance including lube, oil, and filter replacement service	208.80		0
Dick York's Auto Service	96036	Vehicle maintenance for mounting, balancing, and purchasing new tires	1,586.48		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4210-7500 AUTOMOTIVE EQUIPMENT					
Ramp	103125	Vehicle maintenance	16.19		0
Total POLICE:			164,120.46		
FIRE & RESCUE					
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	9,885.96		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	3,077.36		0
Total FIRE & RESCUE:			12,963.32		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	737.69		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	2,886.71		0
01-4310-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2511-947457	Shovel	34.99		4310044
Ramp	103125	Refund for Welders Pencils	13.65-		4310047
Ramp	103125	Key Holder	9.99		4310047
Ramp	103125	Work Clothing	182.50		4310047
Ramp	103125	Shop Supplies	31.95		4310047
Ramp	103125	LockNLube Grease Gun Couplers	68.58		4310047
Ramp	103125	Reflective Blue Tape	214.55		4310047
Ramp	103125	Odor Eliminating Candle - Shop Supplies	14.75		4310047
01-4310-3400 MINOR EQUIPMENT					
A.C. Houston Lumber Co	2511-946867	Fire extinguisher and propane cylinders	88.06		4310044
01-4310-4200 PROFESSIONAL SERVICES					
Thornton Heating	69462	Maintenance at 200 10th St	624.00		4310044
Background Investigation Bureau, LL	INV-82402	Background investigation services and access fees	27.45		4310047
AWSI/DISA	675709	Pre-employment drug testing and collection services	65.63		4310047
Ramp	103125	2001 Kenworth T800 Registration Renewal	23.58		4310047
Ramp	103125	1992 Kenworth - DMV Registration Renewal	23.58		4310047
Ramp	103125	1995 Ford Boomtruck Registration Renewal	23.58		4310047
Ramp	103125	1993 Kenworth - DMV Registration Renewal	23.58		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-5200 UTILITIES					
Ramp	103125	49439330009 260 E 10th St Gas Service	23.06		4310047
Ramp	103125	32649330001 Gas Service	69.92		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
Napa Auto Parts	241179	Adapter and ball mount	44.39		4310044
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
A.C. Houston Lumber Co	2510-945995	Chain, quick link, grab hook, and double clevis hardware for 150 M Grader	51.33		4310044
Napa Auto Parts	241221	Batteries and core deposits	271.78		4310044
Napa Auto Parts	241284	Socket	23.99		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
Norco	0045021724	Cylinder rental charges for various gas types for October 2025	271.25		4310044
01-4310-6920 SIGNS & SIGNALIZATION					
TRAFFIC SAFETY SUPPLY CO., I	INV085755	Square tube posts	1,576.42		4310040
01-4310-6930 STREET LIGHTING					
Idaho Power	2200749261 10	2200749261 Misc Street Lights	533.18		4310050
Idaho Power	2205963446 11	2205963446 421 N Leadville Light	31.89		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
Walker Sand and Gravel	1585282	Commercial roadbase, environmental fees, and imported dirty fill materials	1,265.90		4310033
Ramp	103125	Stencils - Shipping	32.00		4310040
Ramp	103125	Signs and stencils - Shipping	103.24		4310040
Total STREET:			9,365.87		
RECREATION					
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	31.37		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	2,428.61		0
01-4510-3250 RECREATION SUPPLIES					
Ramp	103125	Rec supplies	28.97		0
Ramp	103125	Friday adventure	83.32		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Ramp	103125	Recreation supplies	18.00		0
Ramp	103125	Friday adventure	53.30		0
Ramp	103125	Parks recreation supplies	450.00		0
Ramp	103125	Rec supplies	61.96		0
Ramp	103125	Rec banner	64.01		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
Atkinsons' Market	03150171	Fuji apples, bananas, and batteries	28.75		0
Sysco	140A1084M	Miscellaneous Food Items	133.28		0
Sysco	240808505 4	Breakfast bars and snack mix	130.58		0
Sysco	240809740	French toast sticks	89.49		0
01-4510-4200 PROFESSIONAL SERVICE					
Environmental Resource Center	143	Science After School programs for Ketchum Recreation Department	437.50		0
Background Investigation Bureau, LL	INV-82402	Background investigation services and access fees	39.40		4310047
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
KETCHUM AUTO INC	109476	Vehicle maintenance, oil change, and parts for plow vehicle	120.04		0
Ramp	103125	Van registration	23.58		0
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ					
Warm Springs Auto Parts LLC	212892	Engine oil filter	9.95		0
Total RECREATION:			4,232.11		
Total GENERAL FUND:			326,712.29		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
Enourato, Lisa	122	Downtown Core Sidewalk Project Support	85.00	26038	0
03-4193-7135 MAIN STREET REHAB					
Big Wood Landscape, Inc.	32257	Landscaping services including replanting, irrigation, mulch, and paver installation	5,383.80		0
Lunceford Excavation, Inc.	18500	Excavation, labor, and concrete for Main Street Light Poles installation	3,837.72		0
Lunceford Excavation, Inc.	2025 2	Final Retainage for Main St Improvements	6,220.72	26057	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
03-4193-7199 LONG-TERM PLANNING & DESIGN					
Galena-Benchmark Engineering	1025-027	Surveying, engineering, and planning services for Warm Springs/Saddle Rd ROWs	13,662.25	26056	0
Enourato, Lisa	122	Long-Term Planning & Design - Misc CIP Work	7,310.00	26043	0
03-4193-7200 TECHNOLOGY UPGRADES					
Ramp	103125	Battery backup used for network during power outages	117.65		0
Ramp	103125	Starlink Mini for Events	38.72		0
03-4193-7502 INFRASTRUCTURE FOR HOUSING					
Galena-Benchmark Engineering	1025-026	Platting, Boundary, Topo engineering services for the YMCA Parcel project	345.00		0
Total GENERAL CIP EXPENDITURES:			37,000.86		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7161 VISITOR CENTER BUIDLING R&M					
Enourato, Lisa	122	Visitor Center R&M Project Support	85.00	26042	0
NICOLE SNYDER INTERIORS	300642	Visitor Center Bathroom Design	2,060.00	26051	0
03-4194-7162 TOWN SQUARE REMODEL PHASE I					
Enourato, Lisa	122	Town Square Remodel Project Support	127.50	26039	0
NICOLE SNYDER INTERIORS	300642	Town Square Bathroom Design	2,060.00	26052	0
GGLO LLC	2023040.01 - 0	Professional services for Ketchum Town Square phased implementation	4,295.00		0
Total FACILITY MAINT CIP EXPENDITURE:			8,627.50		
Total GENERAL CAPITAL IMPROVEMENT FD:			45,628.36		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
Clear Creek Disposal	0001857517	Trailing of the Sheep Portable Restrooms	205.47		491030
Ramp	103125	Event internet/networking supplies	32.84		491038
22-4910-6070 SVED					
Sun Valley Economic Development	1720	Quarterly Contract for Service for Public Sector Ketchum	3,750.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
22-4910-6080 MOUNTAIN RIDES					
MOUNTAIN RIDES	12843	2026 Transportation Services	212,000.00	26006	0
Total ORIGINAL LOT TAX:			215,988.31		
Total ORIGINAL LOT FUND:			215,988.31		
ADDITIONAL1%-LOT FUND					
ADDITIONAL 1%-LOT					
25-4910-4220 SUN VALLEY AIR SERVICE BOARD					
Sun Valley Air Service Board	110425	September 2025 MOS	133,034.30		0
Total ADDITIONAL 1%-LOT:			133,034.30		
Total ADDITIONAL1%-LOT FUND:			133,034.30		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	375.30		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	5,437.74		0
54-4410-3100 GENERAL OFFICE					
Ramp	103125	Housing Conference Meal	46.35		0
Ramp	103125	Housing Conference Meal	64.40		0
Ramp	103125	Housing Conference Meal	13.78		0
Ramp	103125	Housing Conference Meal	35.05		0
Ramp	103125	Housing Conference Meal	13.25		0
Ramp	103125	Parking for Housing Conference	20.00		0
Ramp	103125	Housing Conference Meal	13.25		0
Ramp	103125	Housing Conference Meal	16.95		0
Ramp	103125	Housing Conference Meal	55.06		0
Ramp	103125	Monthly Subscription - The New York Times	28.00		0
Ramp	103125	Housing Staff Meeting with City Council Candidate	6.44		0
Ramp	103125	News Monthly Subscription	30.99		0
Ramp	103125	Professional networking service	52.49		0
Ramp	103125	Hiring/Recruiting Assessments	72.00		0
Ramp	103125	Monthly Subscription - WSJ	8.48		0
Ramp	103125	Coffee meeting	6.13		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Ramp	103125	Mouse	23.74		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
Ramp	103125	Burner for LTL	39.00		0
54-4410-5915 EVERGREEN REPAIR & MAINTENANCE					
BUDGET LAWN & SERVICES	1087	Contract, electrical, plumbing labor, and supplies for apartment maintenance	378.02		0
Greenscape Lawn & Garden	36929	Winterize sprinkler system service for property maintenance	80.00		0
54-4410-8000 REIMBURSEMENT BCHA OP & PROG					
Blaine County Housing Authority	10302025	200k of Annual Budgeted Support from Community Housing Fund	200,000.00		0
Total COMMUNITY HOUSING EXPENSE:			206,816.42		
Total COMMUNITY HOUSING:			206,816.42		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	7,447.79		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	2,175.39		0
63-4340-3200 OPERATING SUPPLIES					
Color Haus, Inc.	FR597	Spray paint	17.98		0
Treasure Valley Coffee Inc	2160:11251697	Office Beverage supplies	32.79		0
63-4340-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U001C440	Gas Tank Fill	960.84		0
63-4340-3800 CHEMICALS					
Oxarc Inc	0032443263	Sodium Hypochlorite	351.72		0
63-4340-4200 PROFESSIONAL SERVICES					
Banyan Technology Inc	21409	WIN911 and Complicity programming and support for Warm Springs Booster	950.00		0
Dig Line	0078152-IN	Monthly fee and assessment	98.48		0
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG					
Ramp	103125	CEU Training	225.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Ramp	103125	License Renewal	90.00		0
63-4340-5200 UTILITIES					
Idaho Power	2203658592 10	2203658592 Wells and Boosters	8,614.59		0
Ramp	103125	32649330001 Gas Service	9.61		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
Warm Springs Auto Parts LLC	212569	Parts for Truck: ceramic discs and brake rotors	471.61		0
Warm Springs Auto Parts LLC	212672	Air filter and oil filter	15.84		0
Total WATER EXPENDITURES:			21,461.64		
Total WATER FUND:			21,461.64		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7650 WATER METERS					
Ferguson Enterprises, LLC	0940815	Waterworks supplies including insulated pads, meter box lids, and meter boxes	7,957.05		0
64-4340-7809 S. KETCHUM WATER LINE PROJ. A					
Opal Engineering, PLLC	1299	Contract engineering for water main and ITD infrastructure improvements	2,341.25		0
Total WATER CIP EXPENDITURES:			10,298.30		
Total WATER CAPITAL IMPROVEMENT FUND:			10,298.30		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	CP412688	HRA Medical Claims	6,615.77		0
NBS-National Benefit Services	CP413423	HRA Medical Claims	3,533.17		0
65-4350-3200 OPERATING SUPPLIES					
Gem State Paper & Supply	1150920	Tissues, paper towels	110.12		0
65-4350-3400 MINOR EQUIPMENT					
Ramp	103125	Surge-Battery Backup	206.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-3500 MOTOR FUELS & LUBRICANTS					
Warm Springs Auto Parts LLC	212873	Oil	11.90		0
65-4350-4200 PROFESSIONAL SERVICES					
Analytical Laboratories, Inc.	2508401	Wastewater monitoring and laboratory testing services	602.65		0
SWEET'S SEPTIC TANK AND	INV136466	Service call for septic tank and backhoe service	137.00		0
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG					
SUWANRIT, FRANK	102925	Travel Training Reimbursement	228.24		0
65-4350-5200 UTILITIES					
Ramp	103125	32649330001 Gas Service	67.23		0
Ramp	103125	58208688554 Mechanical Screening Gas Service	17.34		0
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
Northwest Equip Sales Mack, Inc.	BA101000342:	Monthly contract and mileage charges for Volvo VNL truck rental	4,319.52		0
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
Dig Line	0078152-IN	Monthly fee and assessment	98.47		0
Ramp	103125	Refund for Safety gear	54.05-		0
Total WASTEWATER EXPENDITURES:			15,894.35		
Total WASTEWATER FUND:			15,894.35		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7818 ROTARY DRUM THICK & DEWATERING					
PHILLIPS LAND SURVEYING, PL	1306	Land surveying services including office work, field data gathering, and drafting	1,240.00		0
ENGINEERED STRUCTURES, INC	PAYAPP4	Dewatering Improvements Project Construction	155,029.76	25119	0
Total WASTEWATER CIP EXPENDITURES:			156,269.76		
Total WASTEWATER CAPITAL IMPROVE FND:			156,269.76		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
93-4900-6500 ICE RINK-PRIVATE					
Ramp	103125	Skate sharpener	1,189.99		0
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
Enourato, Lisa	122	Warm Springs Preserve Restoration - Project Support	935.00	26044	0
Studio Superbloom, LLC	1721	WSP - Construction Phase Support	7,937.58	25131	100
Studio Superbloom, LLC	1721	WSP - Construction Phase Support	3,024.42	25131	101
Worth Printing	9909	Printing and mailing services for Adjoiner Notice	136.00		0
AQUA TERRA RESTORATION LL	PAYAPP4	Warm Springs Preserve Restoration	219,578.58	25110	100
AQUA TERRA RESTORATION LL	PAYAPP4	Warm Springs Preserve Restoration	83,664.87	25110	101
Total PARKS/REC TRUST EXPENDITURES:			316,466.44		
Total PARKS/REC DEV TRUST FUND:			316,466.44		
Grand Totals:			1,448,570.17		

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 17, 2025 Staff Member/Dept: Brent Davis – Director of Finance/Treasurer

Agenda Item: Recommendation to receive and file Treasurer's Monthly Financial Reports

Recommended Motion:

Motion to approve the monthly financial reports provided by the City Treasurer.

Note: Balance sheet information represents the preliminary starting point for FY 2026 given FY 2025 is unaudited at this time.

Reasons for Recommendation:

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

Sustainability Impact:

No Sustainability impact

Financial Impact:

No Financial Impact

Attachments:

1. Monthly Financial Report October 2025 (FY 2026 Period 1)
2. October 2025 Financial Statement

MONTHLY FINANCIAL REPORT

OCTOBER 2025

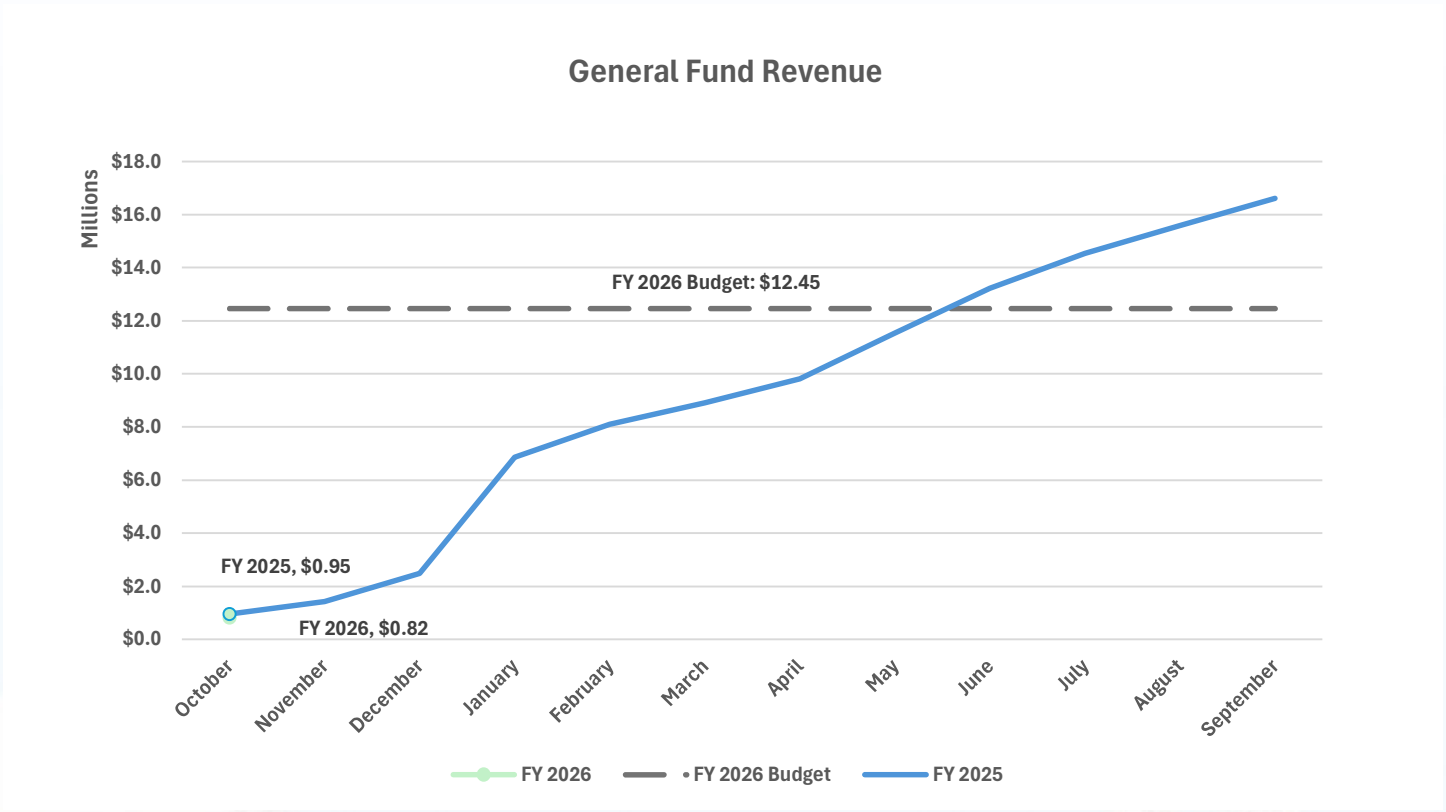
Report Contents

General Fund Summary Financials ..... Pages 1-4
Capital Improvement Fund Financials..... Page 5
Original LOT Summary Financials ..... Pages 6-9
Additional LOT Summary Financials .....Page 10
In-Lieu Housing Fund Summary Financials ..... Page 11
Community Housing Fund Summary Financials .....Pages 12-13
Enterprise Funds Summary Financials ..... Pages 14-17

Note: All other fund summaries and balance sheet information are shown in the comprehensive financial statement, which is posted on the city website. Please see the URL below.

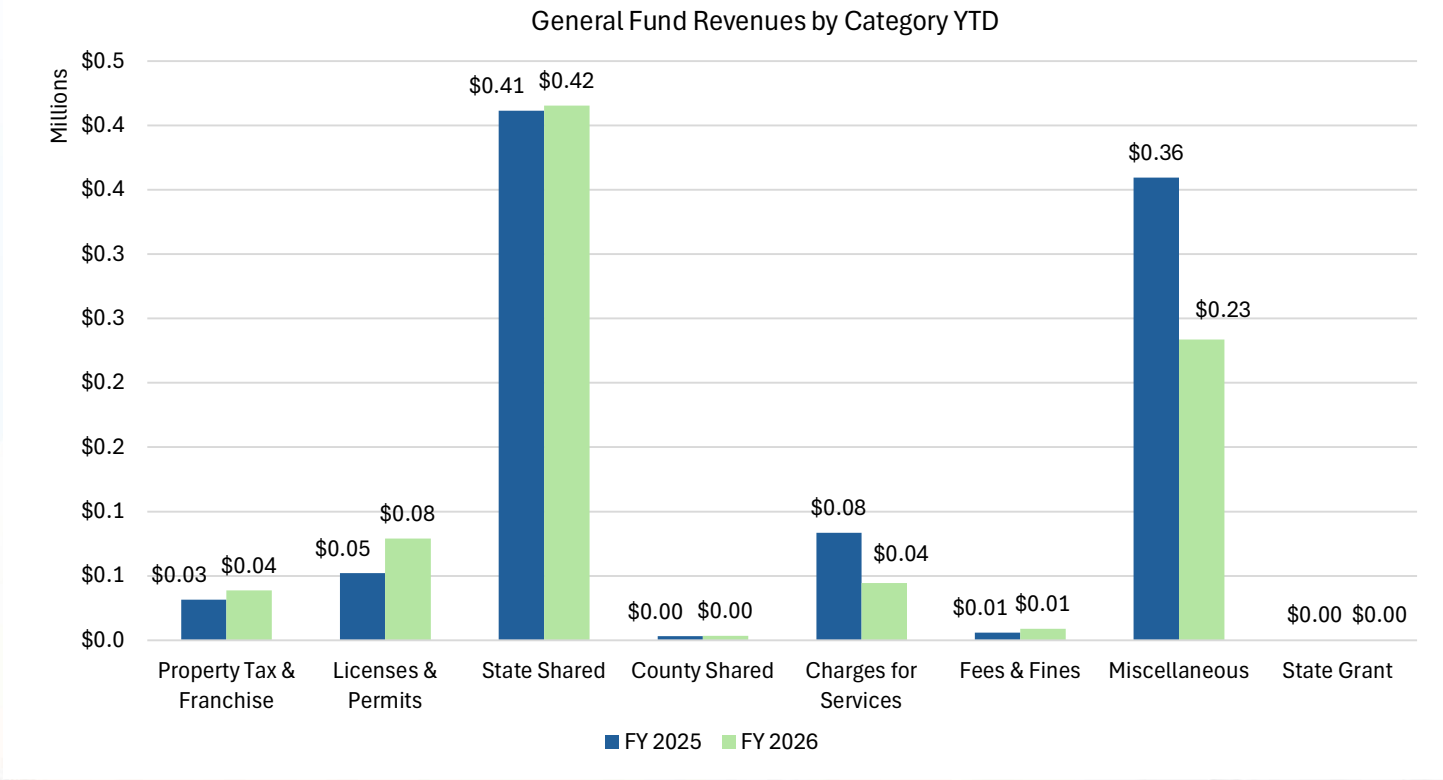
ketchumidaho.org/administration/page/revenue-expenditure-report

General Fund



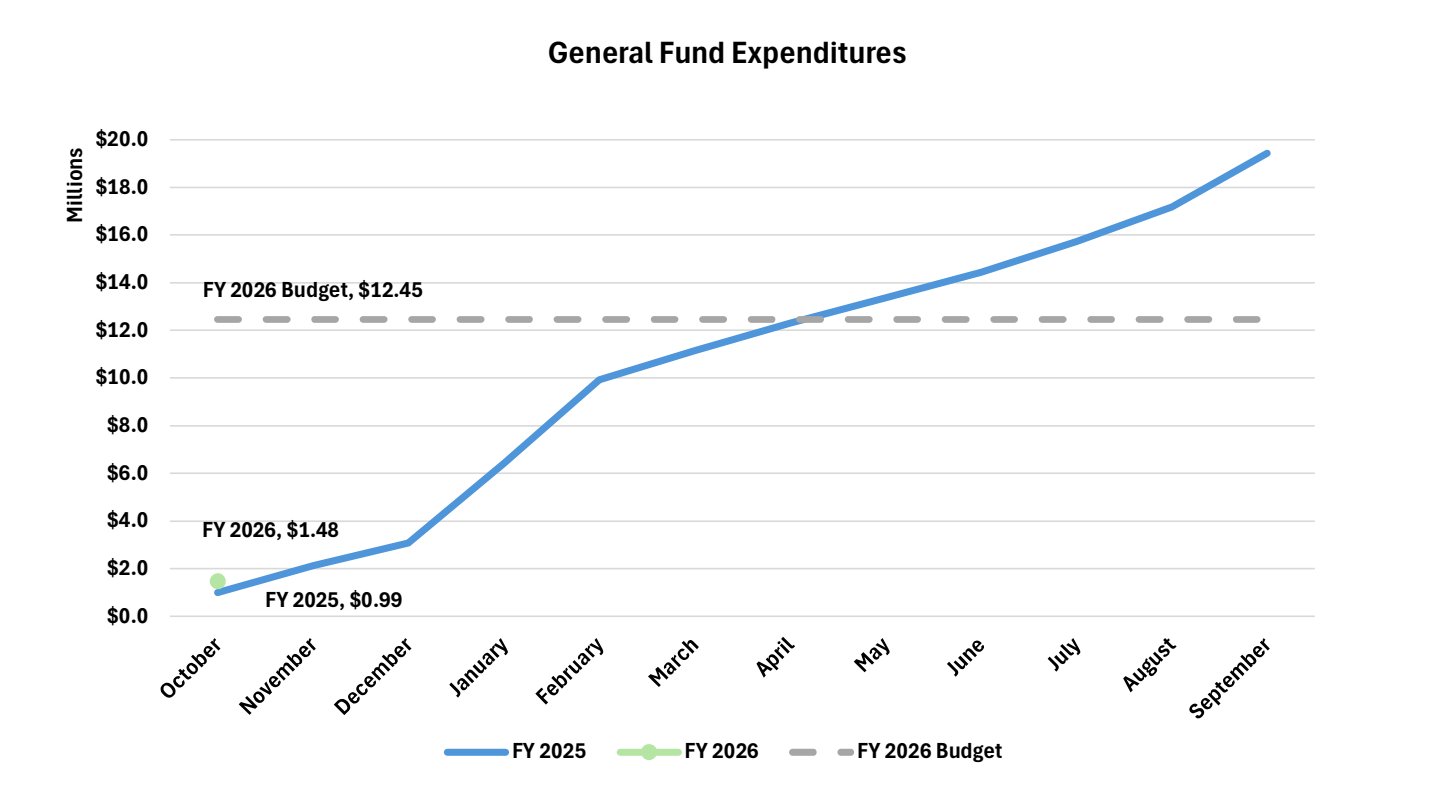
General Fund revenues are down $124k, or 13.1%, fiscal year to date compared to FY 2025. This is the first period of FY 2026 and thus small changes in receipt timing can cause large variances. The difference year-over-year is due to a reduced LOT transfer to the General Fund in FY 2026 when compared to FY 2025. In FY 2025 the LOT transfer was a total of $2.0M divided into equal monthly amounts, whereas it is $1.2M in FY 2026 divided into equal monthly amounts, with the balance committed to the Capital Fund.

Note: The budget for FY 2026 no longer includes the EMS contract revenue per the creation of the Ketchum Fire District.



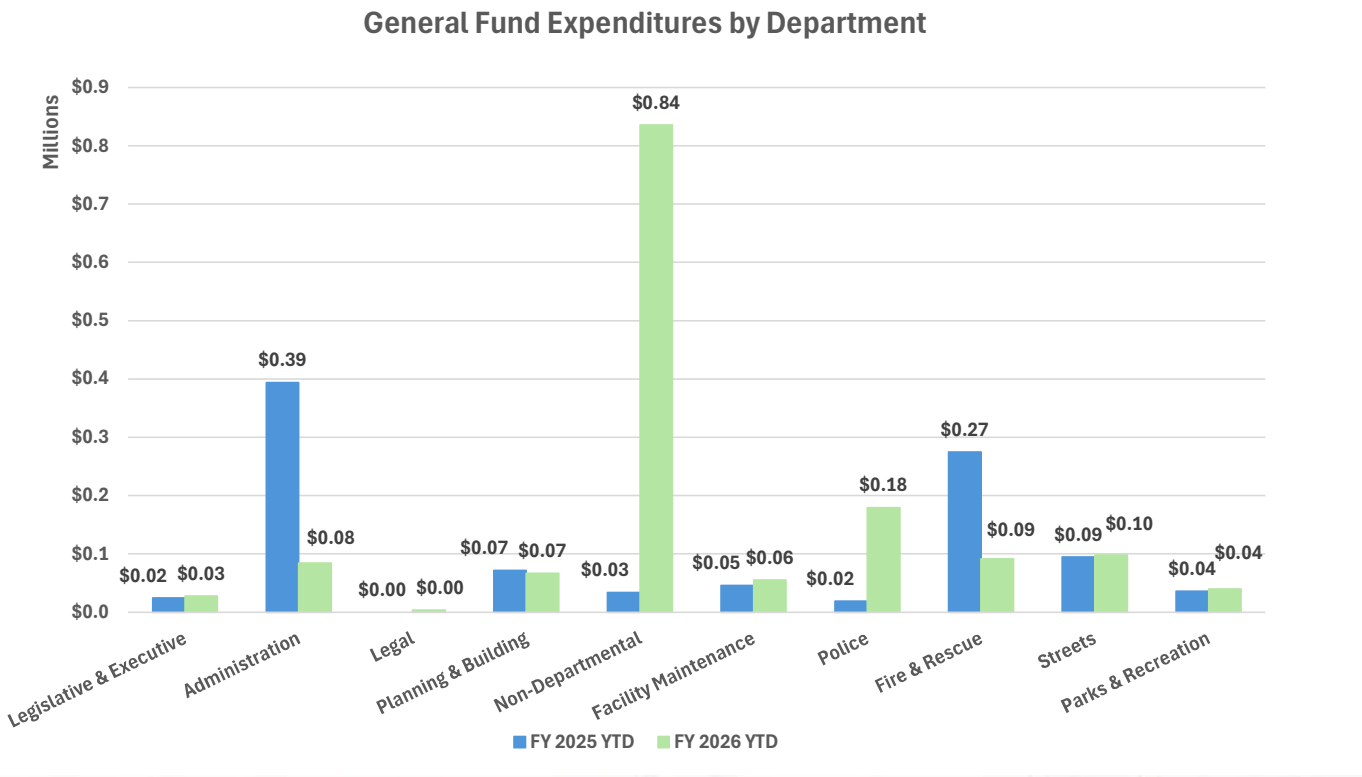
As mentioned prior, miscellaneous revenues explain the year-over-year difference given the change to the monthly LOT transfer amount into the General Fund. The difference within charges for services is due to the timing of building revenue receipts.

General Fund Expenditures



General Fund Expenditures are up $487k, or 49.0%, fiscal year to date compared to FY 2025. See the departmental breakdown on the next page for greater detail.

Note: The budget for FY 2026 no longer includes fire services per the creation of the Ketchum Fire District. There is a small amount of Fire expense in FY 2026 as a result of the final payroll timing.



The departments listed below have material year-over-year differences. Please see the explanations below:

- **Administration**: This department in FY 2025 included Clerk, Community Engagement and Finance. In FY 2026 these departments are now stand-alone departments.
- **Non-Departmental**: Expenses are up due to the transition agreement with the newly created Ketchum Fire District.
- **Fire & Rescue**: There are a few fire payroll expenses that were booked in FY 2026 based on payroll timing and when the checks were paid to the employees (payroll is cash basis). The expenses will be reclassed by year end as a transitional expense.
- **Police**: The year-over-year increase is due to the timing of the first policing contract payment. One payment was realized in October of 2026 and was not realized in October of 2025.

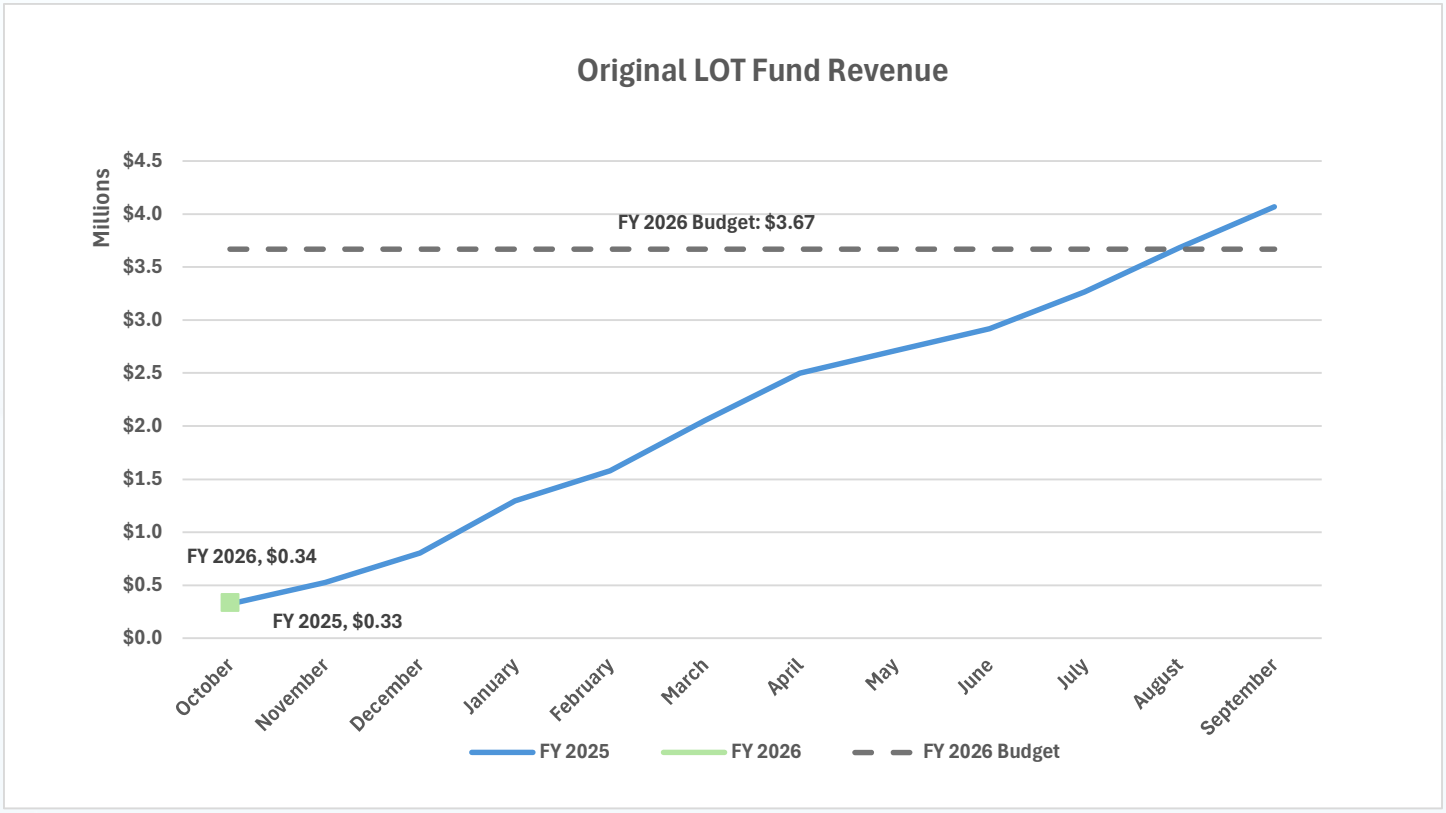
Capital Improvement Fund

Original budget, does not include rebudgets as they were approved in November 2025.

FY 2026 FUND STATUS/PROJECTION
as of 10/31/2025

1	**FY 2026 Beginning Fund Balance (Unaudited)**	**941,431**
	FY 2026 BUDGET	
	REVENUES	
2	Approved Budget	3,748,600
3	YTD Revenue	103,314
	EXPENDITURES	
4	Approved Budget	3,748,600
5	YTD Expenditures	31,999
6	**Net Position**	**71,315**
7	**Current Fund Balance**	**1,012,747**
	PROJECTION	
8	**Projected FY 2025 EOY Fund Balance**	**941,431**

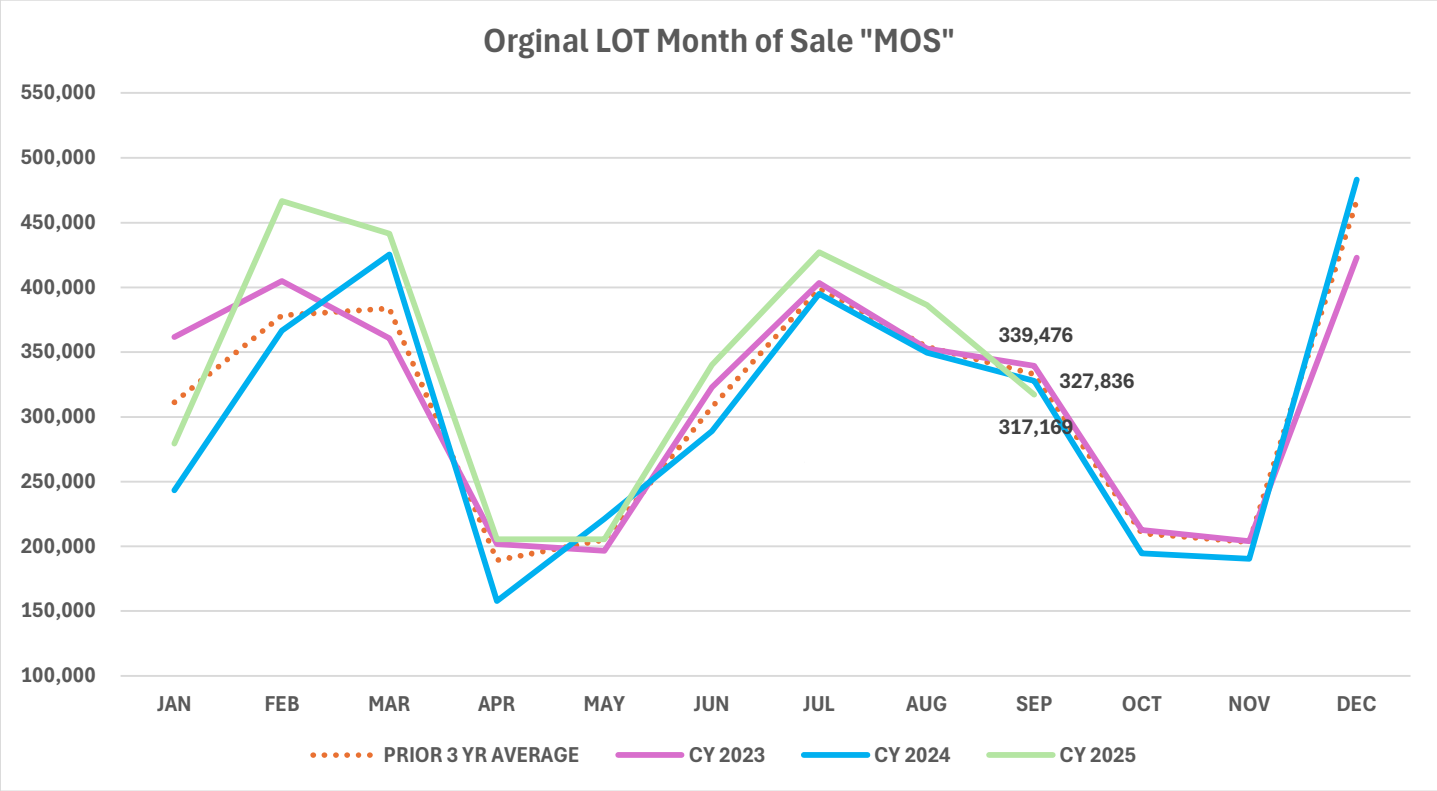
Original LOT Fund



Original LOT revenues are up $11k, or 3.3%, year-over-year. The "Month of Sale" year-over-year comparison is shown on the next page.

Note: Revenue above includes interest income and admin fees from the Additional LOT fund.

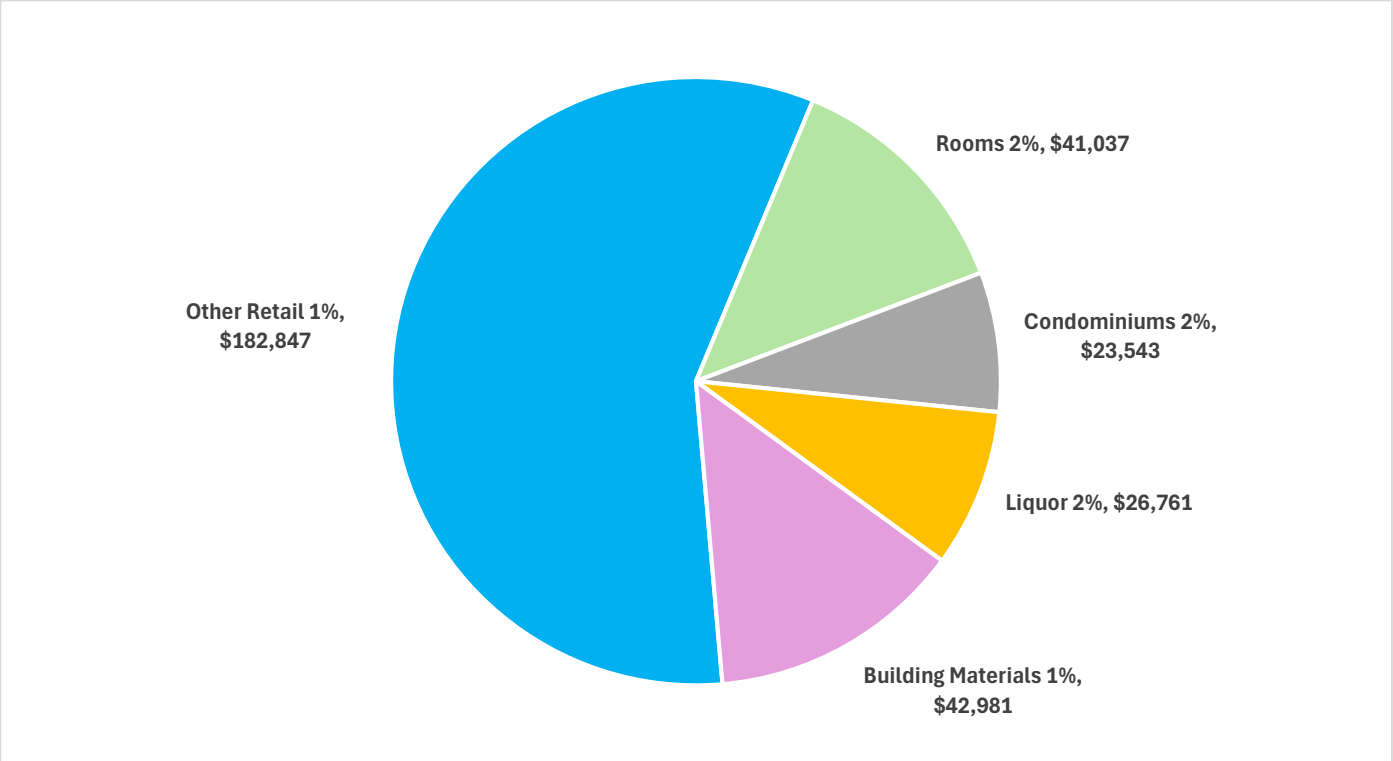
Original LOT "Month of Sale" Data



September 2025 month-of-sale receipts were down $11k, or 3.3%, compared to September 2024 and 4.7% below the previous three-year average.

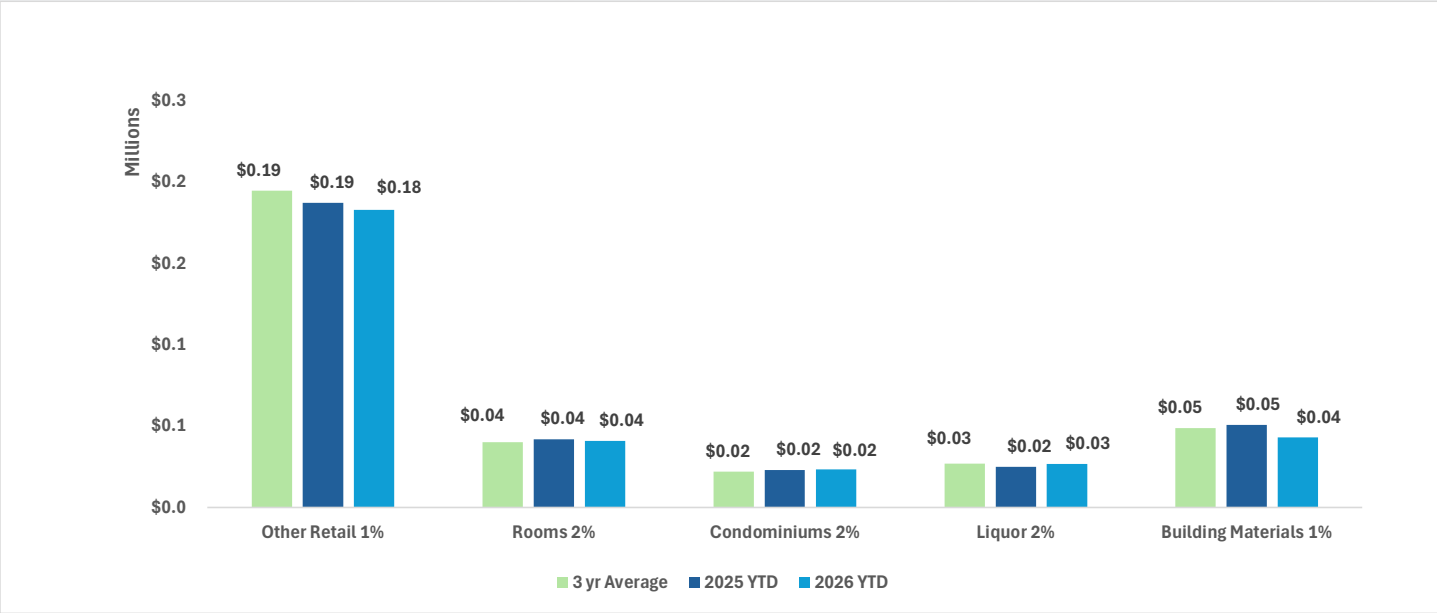
Note: Revenue above does not include interest income and admin fees from the Additional LOT fund. Also, there is a fiscal year cross over correction of approximately $12.6k.

Original LOT Sector Percentage of Total



The chart above shows the percentage share of each of the sectors for 2026 FYTD.

Original LOT Sector Performance



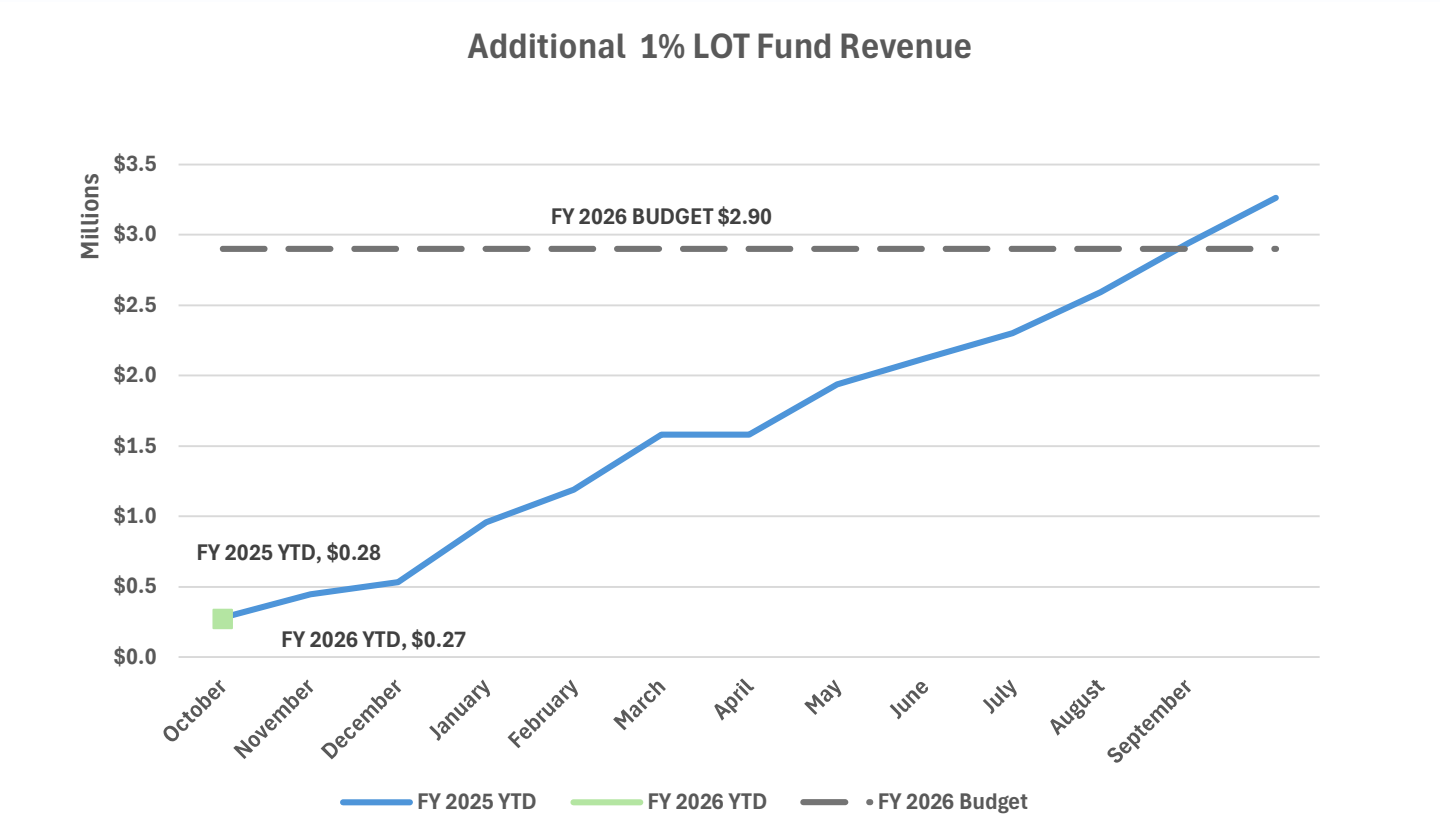
The chart above shows the current 2026 fiscal year-to-date amount for each business sector compared to the prior three-year average and the prior year-to-date. October LOT received (September MOS) is the first month of the fiscal year, thus any fiscal year trends are based on a light data set. Based on fiscal year-to-date totals, here is how each sector compares to the previous 3-year average:

Retail: Down 6.1%
Rooms: Up 2.1%
Condominiums: Up 6.5%
Liquor: Down 1.0%
Building Materials: Down 12.1%

Based on fiscal year-to-date totals, here is how each sector compares to the same period last year:

Retail: Down 2.3%
Rooms: Down 2.3%
Condominiums: Up 1.8%
Liquor: Up 7.6%
Building Materials: Down 15.2%

Additional LOT Fund



Additional LOT fund revenue received in October 2025 (September MOS) was down $11k, or 4.0%, compared to October 2024.

In-Lieu Housing Fund

October 2025

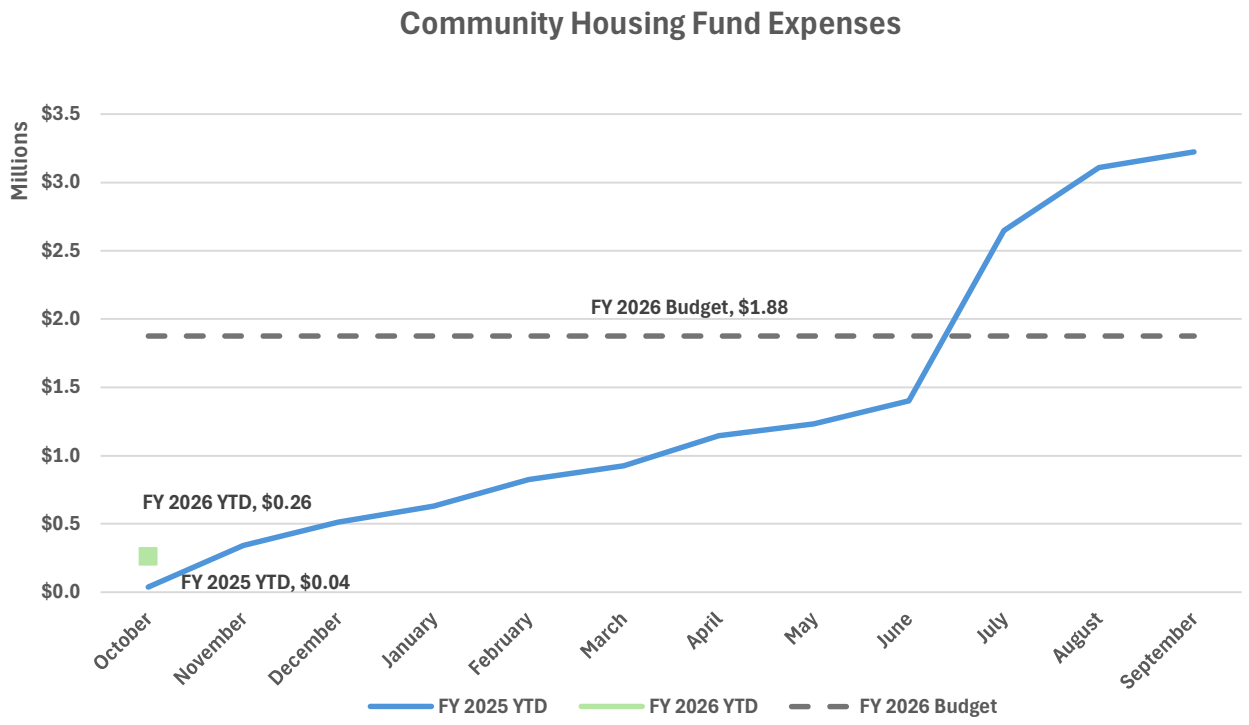
FY 2026 Beginning Fund Balance (Unaudited)	**485,868**
FY 2025 BUDGET	
REVENUES	
Approved Budget	2,900,000
YTD Revenue	3,471
EXPENDITURES	
Approved Budget	2,900,000
YTD Expenditures	-
Net Position	**3,471**
Current Fund Balance	**489,340**
Pending Developments	
200 N. Leadville	421,650
140 W. 2nd	450,600
Limelight Hotel Conversion	466,200
108 Ritchie Drive Townhowns	2,453,000
Total	**3,791,450**
Potential Future Fund Balance	**4,280,790**

Community Housing Fund

Original budget, does not include rebudgets as they were approved in November 2025.

FY 2026 Beginning Fund Balance (Unaudited)	**1,046,173**

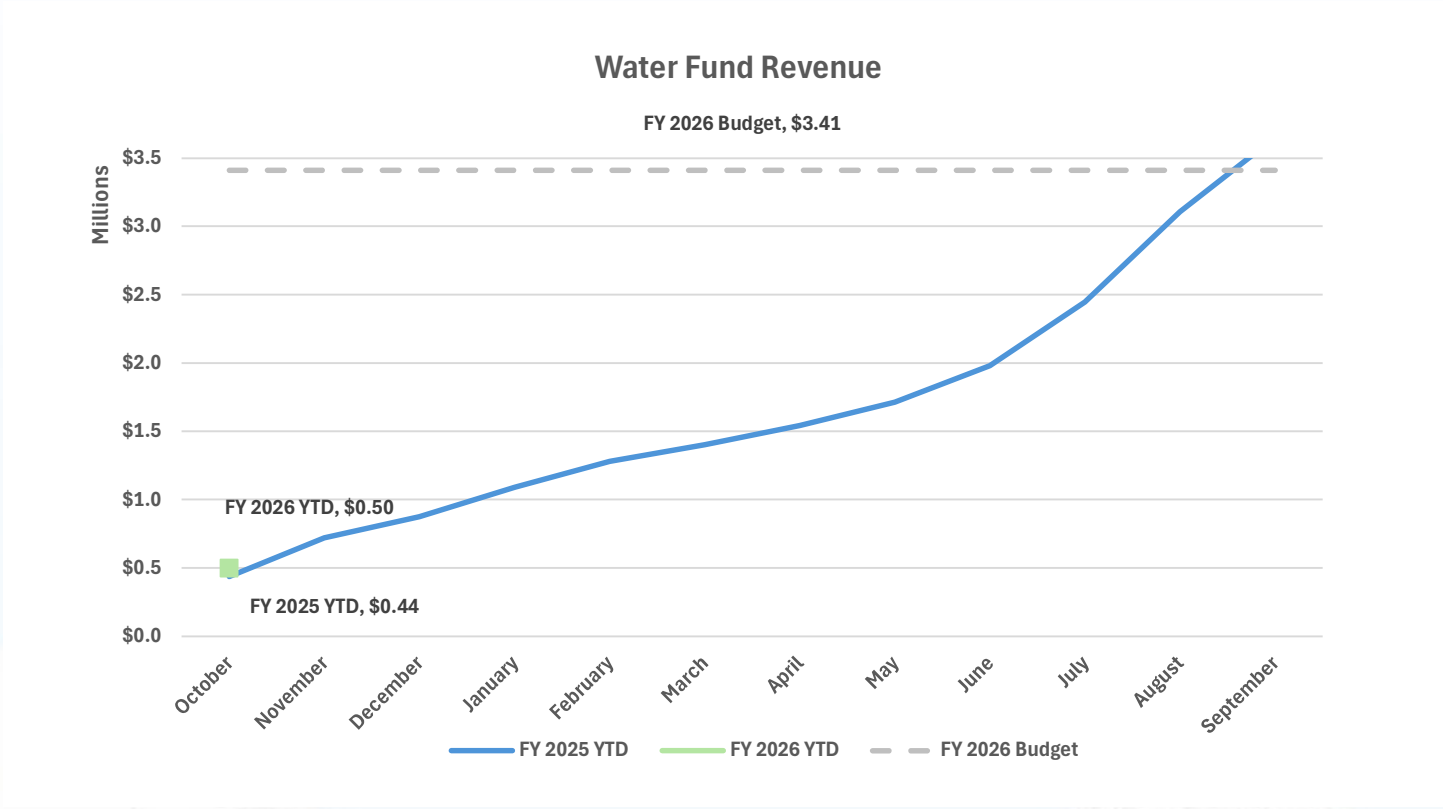
FY 2026 BUDGET	
REVENUES	**YTD**
Approved Budget	1,876,017
YTD Revenue	148,265
EXPENDITURES	
Approved Budget	1,876,017
YTD Expenditures	262,105
Net Position	**(113,841)**
Current Fund Balance	**932,333**

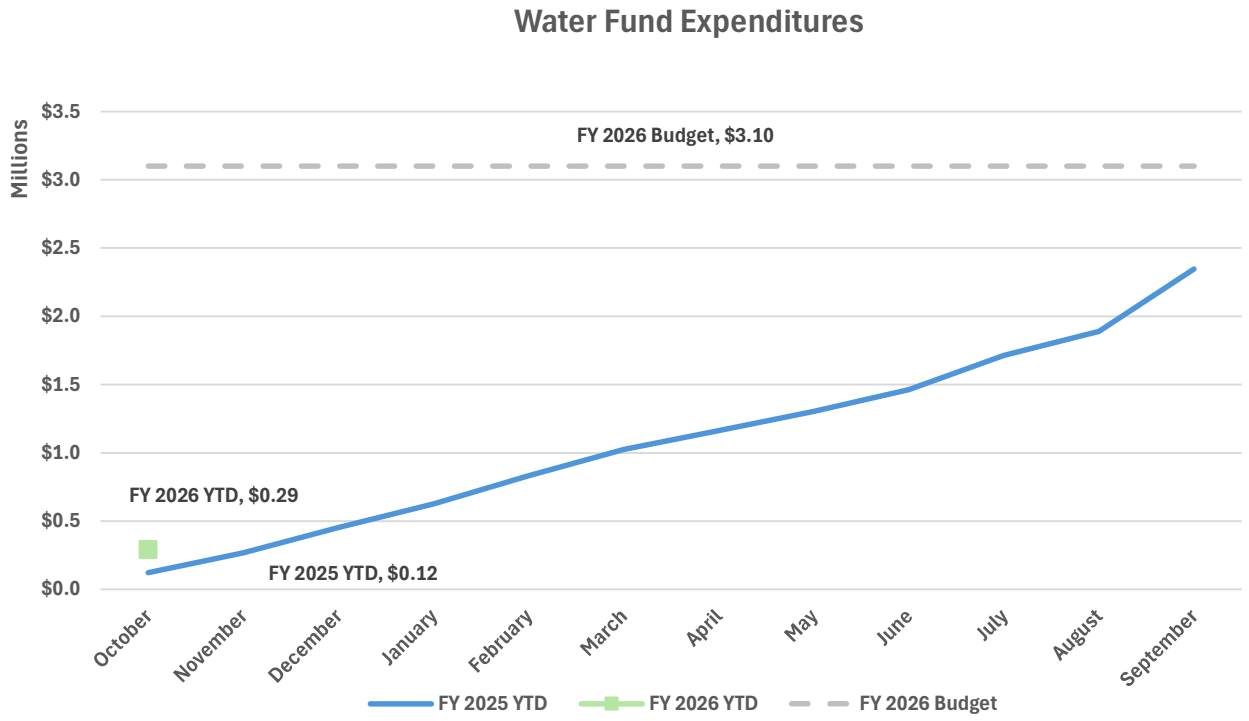


FY 2026 year-to-date expenses are up significantly due to the timing of payments from the Community Housing Fund to BCHA for program and operational support.

Enterprise Funds

Water Fund (graphs show operational fund)

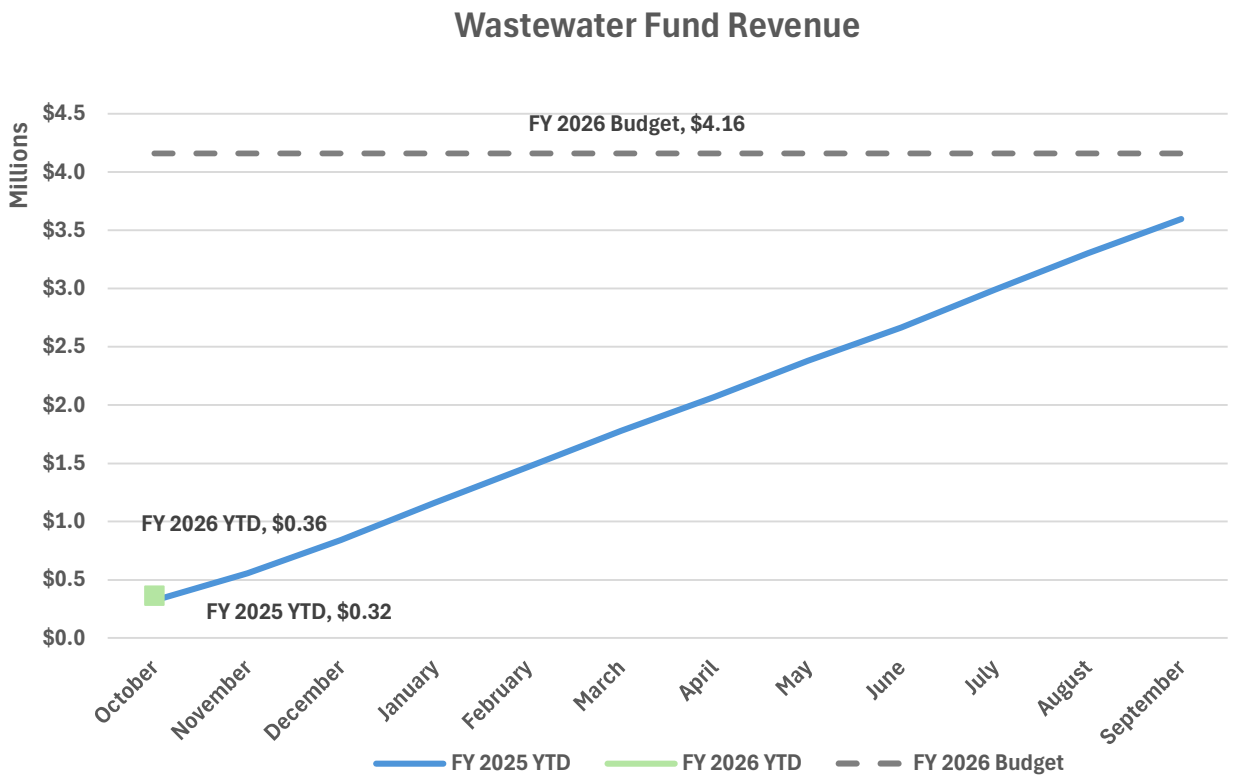


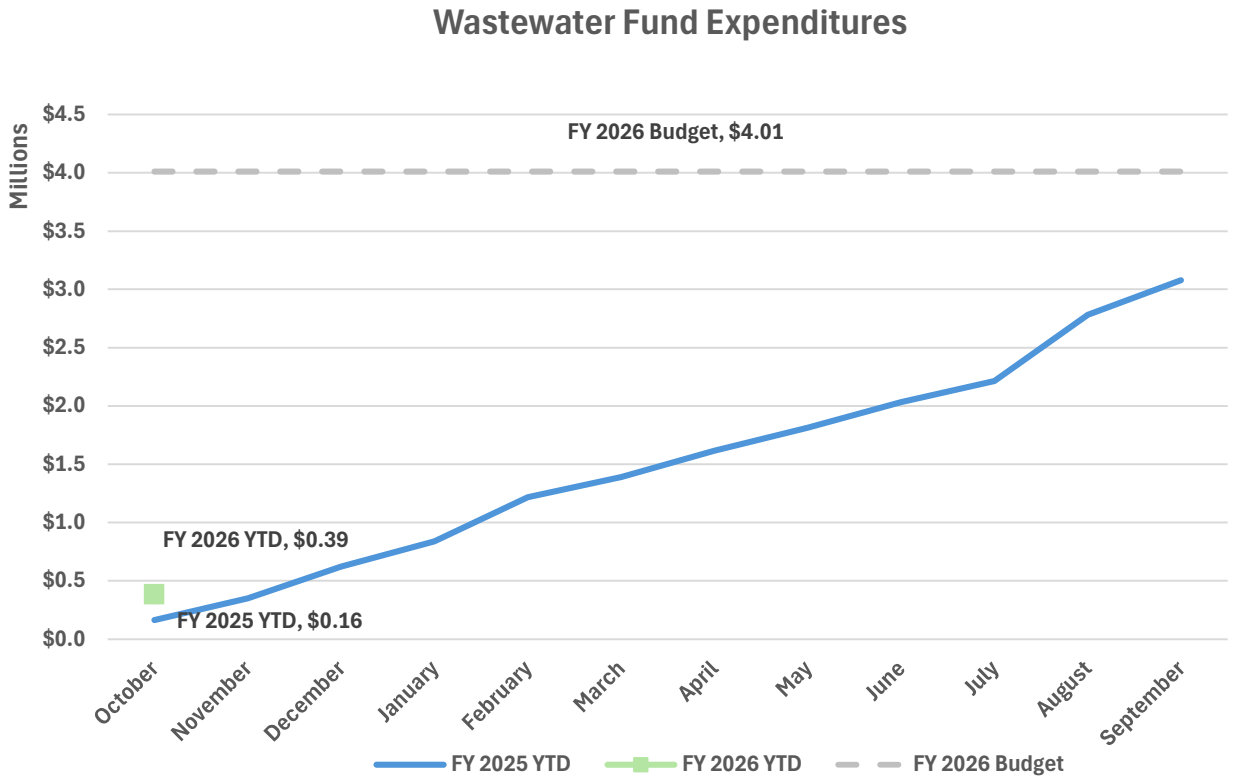


Water Fund Operational revenue and expenditures are tracking within expectations.

The Water Operational Fund remains in solid financial position, with approximately $5.5 million in cash & investments, while the Water Capital Fund has approximately $380k in cash & investments. Both of these amounts are needed for financial stability to account for emergency reserves and the execution of the long-term capital plan.

Wastewater Funds (graphs show operational fund)





Wastewater Fund Operational revenues and expenditures are tracking within expectations.

The Wastewater Operational Fund remains in a solid financial position, with approximately $3.2 million in cash & investments, while the Wastewater Capital Fund has approximately $6.7 million in cash & investments. The Wastewater Funds are in a good financial position to foster long-term stability while continuing to invest heavily in infrastructure needs.

CITY OF KETCHUM
COMBINED CASH INVESTMENT
OCTOBER 31, 2025

COMBINED CASH ACCOUNTS

99-1010-0000	CASH - COMBINED CHECKING	1,190,836.08
99-1020-0000	CASH - XPRESS DEPOSIT ACCOUNT	6,630.61
99-1030-0000	CASH - PARKING OPERATIONS	72,945.19
99-1050-0000	CASH - GRANTS & STR PERMITTING	80,100.50
99-1174-0000	CASH CLEARING-ACCTS.RECEIVABLE	(1,950.00)
	TOTAL COMBINED CASH	1,348,562.38
99-1000-0000	CASH ALLOCATED TO OTHER FUNDS	(1,348,562.38)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	(4,394,725.63)
2	ALLOCATION TO WAGON DAYS FUND	(52,147.97)
3	ALLOCATION TO GENERAL CAPITAL IMPROVEMENT FD	2,173,966.46
22	ALLOCATION TO ORIGINAL LOT FUND	243,651.82
25	ALLOCATION TO ADDITIONAL1%-LOT FUND	137,504.57
41	ALLOCATION TO FIRE BOND FUND	(1,344.02)
52	ALLOCATION TO IN-LIEU HOUSING FUND	493,378.34
54	ALLOCATION TO COMMUNITY HOUSING	931,175.53
63	ALLOCATION TO WATER FUND	1,909,330.69
64	ALLOCATION TO WATER CAPITAL IMPROVEMENT FUND	(345,360.92)
65	ALLOCATION TO WASTEWATER FUND	519,687.94
67	ALLOCATION TO WASTEWATER CAPITAL IMPROVE FND	(553,023.11)
90	ALLOCATION TO POLICE TRUST FUND	1,385.60
93	ALLOCATION TO PARKS/REC DEV TRUST FUND	32,051.50
94	ALLOCATION TO DEVELOPMENT TRUST FUND	241,752.03
98	ALLOCATION TO URBAN RENEWAL AGENCY	11,279.54
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,348,562.37
	ALLOCATION FROM COMBINED CASH FUND - 99-1000-0000	(1,348,562.38)
	ZERO PROOF IF ALLOCATIONS BALANCE	(.01)

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

GENERAL FUND

	ASSETS			
01-1000-0000	CASH - COMBINED		(4,394,725.63)	
01-1030-0000	PETTY CASH		324.00	
01-1050-0000	TAXES RECEIVABLE--CURRENT		46,277.53	
01-1100-0000	ACCOUNTS RECEIVABLE - A/R		(43,836.38)	
01-1320-0000	ACCTS RCVBL--IDAHO SHARED REVE		411,263.27	
01-1500-0000	INVESTMENTS-US BANK MIA ACCT		1,761.37	
01-1500-1000	INVESTMENTS-ST.TRS.DIV.BOND FD		411,009.59	
01-1510-0000	INVESTMENTS--GENERAL FUND #911		7,965,347.91	
	TOTAL ASSETS			4,397,421.66
	LIABILITIES AND EQUITY			
	LIABILITIES			
01-2030-0000	ACCOUNTS PAYABLE		(65,163.80)	
01-2171-3000	P/R TAXES PBL--PAY REDUCTION		83.44	
01-2171-4000	P/R TAXES PBL -- WORKERS COMP		(31.85)	
01-2171-9000	P/R DEDUC PBL--HEALTH INSURANC		(1,379.55)	
01-2175-8000	P/R DEDUC PBL--EMP CAF FSA-MD		129,988.96	
01-2175-9000	P/R DEDUC PBL--EMP CAF FSA-DC		(28,820.71)	
01-2300-0000	DEPOSITS-PARKS & EVENTS		15,050.00	
01-2310-0000	DEPOSITS-STREET DIG PERMIT		5,000.00	
	TOTAL LIABILITIES			54,726.49
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
01-2710-0000	GENERAL FUND BALANCE	5,206,993.32		
	REVENUE OVER EXPENDITURES - YTD	(864,298.15)		
	BALANCE - CURRENT DATE		4,342,695.17	
	TOTAL FUND EQUITY			4,342,695.17
	TOTAL LIABILITIES AND EQUITY			4,397,421.66

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX & FRANCHISE					
01-3100-1000	GENERAL PROPERTY TAXES	7,752.43	7,752.43	4,713,368.00	4,705,615.57	.
01-3100-1010	PROPERTY TAX CONTINGENCY	.00	.00	50,000.00	50,000.00	.
01-3100-1050	PROPERTY TAX REPLACEMENT	.00	.00	13,650.00	13,650.00	.
01-3100-6110	GAS FRANCHISE	.00	.00	130,000.00	130,000.00	.
01-3100-6120	T.V. CABLE FRANCHISE	.00	.00	137,500.00	137,500.00	.
01-3100-6130	WATER UTILITY ROW FEE (5%)	12,500.00	12,500.00	150,000.00	137,500.00	8.
01-3100-6140	WASTEWATER UTILITY ROW FEE(5%)	12,333.00	12,333.00	148,000.00	135,667.00	8.
01-3100-6150	SOLID WASTE FRANCHISE	5,230.88	5,230.88	100,000.00	94,769.12	5.
01-3100-9000	PENALTY & INTEREST ON TAXES	821.19	821.19	18,500.00	17,678.81	4.
	TOTAL PROPERTY TAX & FRANCHISE	38,637.50	38,637.50	5,461,018.00	5,422,380.50	.
	LICENSES & PERMITS					
01-3200-1110	BEER LICENSES	211.49	211.49	12,000.00	11,788.51	1.
01-3200-1120	LIQUOR LICENSES	560.00	560.00	8,400.00	7,840.00	6.
01-3200-1130	WINE LICENSES	38.39	38.39	13,000.00	12,961.61	.
01-3200-1140	CATERING PERMITS	40.00	40.00	1,500.00	1,460.00	2.
01-3200-1150	OFF-SITE BUS./SPECIAL EVENTS P	1,595.00	1,595.00	20,000.00	18,405.00	8.
01-3200-1400	BUSINESS LICENSES	2,475.12	2,475.12	33,000.00	30,524.88	7.
01-3200-1410	SHORT TERM RENTAL LICENSES	11,593.50	11,593.50	200,000.00	188,406.50	5.
01-3200-1520	TAXI-LIMO PERMITS	.00	.00	2,500.00	2,500.00	.
01-3200-2100	BUILDING PERMITS	60,492.74	60,492.74	450,000.00	389,507.26	13.
01-3200-2140	RIGHT-OF-WAY PERMITS	1,800.00	1,800.00	13,000.00	11,200.00	13.
01-3200-2160	STREET EXCAVATION PERMIT FEE	200.00	200.00	1,500.00	1,300.00	13.
	TOTAL LICENSES & PERMITS	79,006.24	79,006.24	754,900.00	675,893.76	10.
	STATE OF IDAHO SHARED REVENUE					
01-3310-5100	STATE LIQUOR APPORTIONMENT	68,395.00	68,395.00	395,000.00	326,605.00	17.
01-3310-5200	HIGHWAY USER'S REVENUE - STREE	45,362.68	45,362.68	250,000.00	204,637.32	18.
01-3310-5600	STATE SHARED REVENUE	301,668.28	301,668.28	1,150,000.00	848,331.72	26.
	TOTAL STATE OF IDAHO SHARED REVENUE	415,425.96	415,425.96	1,795,000.00	1,379,574.04	23.
	COUNTY SHARED REVENUE					
01-3320-8400	COUNTY COURT FINES	3,291.07	3,291.07	80,000.00	76,708.93	4.
	TOTAL COUNTY SHARED REVENUE	3,291.07	3,291.07	80,000.00	76,708.93	4.

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
01-3400-1100	PLANNING FEES	5,900.00	5,900.00	150,000.00	144,100.00	3.
01-3400-1110	BUILDING PLAN CHECK FEES	11,665.07	11,665.07	292,500.00	280,834.93	4.
01-3400-1120	PLANNING PLAN CHECK FEES	8,165.55	8,165.55	204,750.00	196,584.45	4.
01-3400-1130	FIRE PLAN CHECK FEES	8,165.55	8,165.55	200,000.00	191,834.45	4.
01-3400-1500	REPRODUCTION/FINGERPRINT FEES	12.00	12.00	500.00	488.00	2.
01-3400-2260	PUBLIC EDUCATION FEES	30.00	30.00	.00	(30.00)	.
01-3400-3600	BANNER FEES	1,225.00	1,225.00	5,000.00	3,775.00	24.
01-3400-6100	BC SCH DIST.PARK MAINT. CONTR	.00	.00	18,928.00	18,928.00	.
01-3400-6300	PARK YOUTH PROGRAM FEES	9,307.50	9,307.50	120,000.00	110,692.50	7.
01-3400-6320	PARK USER FEES	.00	.00	20,000.00	20,000.00	.
01-3400-6700	PARK CONCESSION SALES	(77.23)	(77.23)	11,000.00	11,077.23	(.
	TOTAL CHARGES FOR SERVICES	44,393.44	44,393.44	1,022,678.00	978,284.56	4.
	FINES & FEES					
01-3500-1100	PARKING FINES	8,421.00	8,421.00	90,000.00	81,579.00	9.
01-3500-1300	PAID PARKING	.01	.01	3,000.00	2,999.99	.
01-3500-1400	PLANNING & BUILDING FINES	300.00	300.00	4,000.00	3,700.00	7.
	TOTAL FINES & FEES	8,721.01	8,721.01	97,000.00	88,278.99	9.
	MISCELLANEOUS REVENUE					
01-3700-1000	INTEREST EARNINGS	20,424.84	20,424.84	250,000.00	229,575.16	8.
01-3700-2000	RENT	500.00	500.00	6,000.00	5,500.00	8.
01-3700-2010	RENT-PARK RESERVATIONS	330.00	330.00	9,000.00	8,670.00	3.
01-3700-2020	RENT-491 SUN VALLEY ROAD	5,762.78	5,762.78	108,000.00	102,237.22	5.
01-3700-3600	REFUNDS & REIMBURSEMENTS	.00	.00	50,000.00	50,000.00	.
01-3700-3610	REIMBURSEMENTS-RESORT CITIES	500.00	500.00	34,500.00	34,000.00	1.
01-3700-3650	REIMBURSEMENT-BLAINE CITY TOUR	.00	.00	8,000.00	8,000.00	.
01-3700-7000	MISCELLANEOUS	.00	.00	209,300.00	209,300.00	.
01-3700-8722	TRANSFER FROM LOT FUND	100,000.00	100,000.00	1,200,000.00	1,100,000.00	8.
01-3700-8763	REIMBURSEMENT FROM WATER FUND	33,636.17	33,636.17	403,634.00	369,997.83	8.
01-3700-8765	REIMBURSMNT FROM WASTEWATER FD	72,016.25	72,016.25	864,195.00	792,178.75	8.
01-3700-8798	URA FND REIM-SALARIES/BENEFITS	.00	.00	95,000.00	95,000.00	.
	TOTAL MISCELLANEOUS REVENUE	233,170.04	233,170.04	3,237,629.00	3,004,458.96	7.
	MISCELLANEOUS REVENUE CONT.					
01-3710-8722	LOT FUND REIMB-ADMIN.EXPENSES	416.67	416.67	5,000.00	4,583.33	8.
	TOTAL MISCELLANEOUS REVENUE CONT.	416.67	416.67	5,000.00	4,583.33	8.
	TOTAL FUND REVENUE	823,061.93	823,061.93	12,453,225.00	11,630,163.07	6.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGISLATIVE & EXECUTIVE					
	PERSONAL SERVICES:					
01-4110-1000	SALARIES	12,480.08	12,480.08	167,108.00	154,627.92	7.
01-4110-2100	FICA TAXES-CITY	925.64	925.64	12,784.00	11,858.36	7.
01-4110-2200	STATE RETIREMENT-CITY	1,492.58	1,492.58	19,986.00	18,493.42	7.
01-4110-2400	WORKER'S COMPENSATION-CITY	8.60	8.60	117.00	108.40	7.
01-4110-2500	HEALTH INSURANCE-CITY	12,123.90	12,123.90	137,866.00	125,742.10	8.
01-4110-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	8,000.00	8,000.00	.
01-4110-2510	DENTAL INSURANCE-CITY	314.00	314.00	3,768.00	3,454.00	8.
01-4110-2515	VISION	152.00	152.00	1,824.00	1,672.00	8.
01-4110-2600	ST & LONG TERM DISABILITY	67.16	67.16	1,116.00	1,048.84	6.
	TOTAL PERSONAL SERVICES	27,563.96	27,563.96	352,569.00	325,005.04	7.
	MATERIALS AND SERVICES:					
01-4110-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	1,000.00	1,000.00	.
01-4110-4000	ELECTIONS	.00	.00	1,000.00	1,000.00	.
01-4110-4200	PROFESSIONAL SERVICES	.00	.00	8,000.00	8,000.00	.
01-4110-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	1,700.00	1,700.00	.
01-4110-4910	MYR/CNCL-TRAINING/TRAVEL/MTG	.00	.00	30,000.00	30,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	41,700.00	41,700.00	.
	CAPITAL OUTLAY:					
01-4110-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	1,000.00	1,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	1,000.00	1,000.00	.
	TOTAL LEGISLATIVE & EXECUTIVE	27,563.96	27,563.96	395,269.00	367,705.04	7.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATIVE SERVICES					
	PERSONAL SERVICES:					
01-4150-1000	SALARIES	53,349.12	53,349.12	364,738.00	311,388.88	14.
01-4150-1500	PART TIME SALARIES	.00	.00	10,000.00	10,000.00	.
01-4150-1900	OVERTIME	.00	.00	1,500.00	1,500.00	.
01-4150-2100	FICA TAXES-CITY	3,927.61	3,927.61	27,902.00	23,974.39	14.
01-4150-2200	STATE RETIREMENT-CITY	7,082.42	7,082.42	43,623.00	36,540.58	16.
01-4150-2400	WORKMEN'S COMPENSATION-CITY	54.27	54.27	394.00	339.73	13.
01-4150-2500	HEALTH INSURANCE-CITY	10,628.34	10,628.34	120,809.00	110,180.66	8.
01-4150-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	6,000.00	6,000.00	.
01-4150-2510	DENTAL INSURANCE-CITY	211.00	211.00	2,532.00	2,321.00	8.
01-4150-2515	VISION	132.00	132.00	1,584.00	1,452.00	8.
01-4150-2600	ST & LONG TERM DISABILITY	148.17	148.17	1,973.00	1,824.83	7.
01-4150-2760	OTHER EMPLOYEE BENEFITS	1,000.00	1,000.00	26,400.00	25,400.00	3.
	TOTAL PERSONAL SERVICES	76,532.93	76,532.93	607,455.00	530,922.07	12.
	MATERIALS AND SERVICES:					
01-4150-3100	OFFICE SUPPLIES & POSTAGE	776.37	776.37	25,000.00	24,223.63	3.
01-4150-4200	PROFESSIONAL SERVICES	6,666.68	6,666.68	137,138.00	130,471.32	4.
01-4150-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	6,000.00	6,000.00	.
01-4150-4902	TRAINNG/TRVL/MTG-CITY ADM/ASST	.00	.00	8,000.00	8,000.00	.
01-4150-5100	TELEPHONE & COMMUNICATIONS	60.00	60.00	.00	(60.00)	.
01-4150-5110	COMPUTER NETWORK	225.00	225.00	.00	(225.00)	.
01-4150-5200	UTILITIES	.00	.00	32,000.00	32,000.00	.
01-4150-6500	CONTRACTS FOR SERVICES	.00	.00	55,000.00	55,000.00	.
	TOTAL MATERIAL AND SERVICES	7,728.05	7,728.05	263,138.00	255,409.95	2.
	CAPITAL OUTLAY:					
01-4150-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	5,000.00	5,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.
	TOTAL ADMINISTRATIVE SERVICES	84,260.98	84,260.98	875,593.00	791,332.02	9.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CITY CLERK					
	PERSONAL SERVICES:					
01-4152-1000	SALARIES	17,594.39	17,594.39	244,231.00	226,636.61	7.
01-4152-1500	PART TIME SALARIES	.00	.00	1,500.00	1,500.00	.
01-4152-1900	OVERTIME	719.98	719.98	.00	(719.98)	.
01-4152-2100	FICA TAXES-CITY	1,399.85	1,399.85	18,684.00	17,284.15	7.
01-4152-2200	STATE RETIREMENT-CITY	2,190.40	2,190.40	29,210.00	27,019.60	7.
01-4152-2400	WORKMEN'S COMPENSATION-CITY	18.02	18.02	264.00	245.98	6.
01-4152-2500	HEALTH INSURANCE-CITY	3,825.00	3,825.00	49,048.00	45,223.00	7.
01-4152-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	4,000.00	4,000.00	.
01-4152-2510	DENTAL INSURANCE-CITY	148.00	148.00	1,776.00	1,628.00	8.
01-4152-2515	VISION	92.00	92.00	720.00	628.00	12.
01-4152-2600	ST & LONG TERM DISABILITY	110.34	110.34	1,321.00	1,210.66	8.
	TOTAL PERSONAL SERVICES	26,097.98	26,097.98	350,754.00	324,656.02	7.
	MATERIALS AND SERVICES:					
01-4152-4400	ADVERTISING & LEGAL PUBLICATIO	.00	.00	12,000.00	12,000.00	.
01-4152-4600	PROPERTY & LIABILITY INSURANCE	107,855.28	107,855.28	120,000.00	12,144.72	89.
01-4152-4900	PERSONNEL TRAINING/TRAVEL/MTG	720.00	720.00	5,000.00	4,280.00	14.
01-4152-5100	TELEPHONE & COMMUNICATIONS	.00	.00	43,000.00	43,000.00	.
01-4152-5110	COMPUTER NETWORK	1,510.84	1,510.84	80,000.00	78,489.16	1.
	TOTAL MATERIAL AND SERVICES	110,086.12	110,086.12	260,000.00	149,913.88	42.
	CAPITAL OUTLAY:					
01-4152-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	3,000.00	3,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	3,000.00	3,000.00	.
	TOTAL CITY CLERK	136,184.10	136,184.10	613,754.00	477,569.90	22.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY ENGAGEMENT					
	PERSONAL SERVICES:					
01-4154-1000	SALARIES	14,359.76	14,359.76	184,953.00	170,593.24	7.
01-4154-2100	FICA TAXES-CITY	1,091.88	1,091.88	14,149.00	13,057.12	7.
01-4154-2200	STATE RETIREMENT-CITY	1,717.42	1,717.42	22,121.00	20,403.58	7.
01-4154-2400	WORKMEN'S COMPENSATION-CITY	14.32	14.32	200.00	185.68	7.
01-4154-2500	HEALTH INSURANCE-CITY	3,763.34	3,763.34	42,807.00	39,043.66	8.
01-4154-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	3,000.00	3,000.00	.
01-4154-2510	DENTAL INSURANCE-CITY	103.00	103.00	1,236.00	1,133.00	8.
01-4154-2515	VISION	48.00	48.00	576.00	528.00	8.
01-4154-2600	ST & LONG TERM DISABILITY	86.51	86.51	1,000.00	913.49	8.
	TOTAL PERSONAL SERVICES	21,184.23	21,184.23	270,042.00	248,857.77	7.
	MATERIALS AND SERVICES:					
01-4154-4200	PROFESSIONAL SERVICES	.00	.00	80,000.00	80,000.00	.
01-4154-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	5,000.00	5,000.00	.
01-4154-5150	COMMUNICATIONS	.00	.00	50,000.00	50,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	135,000.00	135,000.00	.
	CAPITAL OUTLAY:					
01-4154-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	1,000.00	1,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	1,000.00	1,000.00	.
	TOTAL COMMUNITY ENGAGEMENT	21,184.23	21,184.23	406,042.00	384,857.77	5.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
	PERSONAL SERVICES:					
01-4156-1000	SALARIES	26,327.90	26,327.90	276,853.00	250,525.10	9.
01-4156-1500	PART TIME SALARIES	584.00	584.00	.00	(584.00)	.
01-4156-1900	OVERTIME	616.69	616.69	3,000.00	2,383.31	20.
01-4156-2100	FICA TAXES-CITY	2,067.05	2,067.05	21,410.00	19,342.95	9.
01-4156-2200	STATE RETIREMENT-CITY	2,991.61	2,991.61	33,471.00	30,479.39	8.
01-4156-2400	WORKMEN'S COMPENSATION-CITY	26.79	26.79	299.00	272.21	9.
01-4156-2500	HEALTH INSURANCE-CITY	8,360.56	8,360.56	69,310.00	60,949.44	12.
01-4156-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	4,000.00	4,000.00	.
01-4156-2510	DENTAL INSURANCE-CITY	253.00	253.00	2,250.00	1,997.00	11.
01-4156-2515	VISION	120.00	120.00	912.00	792.00	13.
01-4156-2600	ST & LONG TERM DISABILITY	131.19	131.19	1,497.00	1,365.81	8.
	TOTAL PERSONAL SERVICES	41,478.79	41,478.79	413,002.00	371,523.21	10.
	MATERIALS AND SERVICES:					
01-4156-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	2,500.00	2,500.00	.
01-4156-4200	PROFESSIONAL SERVICES	2,083.33	2,083.33	18,000.00	15,916.67	11.
01-4156-4900	PERSONNEL TRAINING/TRAVEL/MTG	1,318.38	1,318.38	12,000.00	10,681.62	11.
01-4156-5100	TELEPHONE & COMMUNICATIONS	120.00	120.00	.00	(120.00)	.
01-4156-6510	COMPUTER SERVICES	4,550.00	4,550.00	60,000.00	55,450.00	7.
	TOTAL MATERIAL AND SERVICES	8,071.71	8,071.71	92,500.00	84,428.29	8.
	CAPITAL OUTLAY:					
01-4156-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	5,000.00	5,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.
	TOTAL FINANCE	49,550.50	49,550.50	510,502.00	460,951.50	9.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGAL					
	MATERIALS AND SERVICES:					
01-4160-4200	PROFESSIONAL SERVICES	.00	.00	210,000.00	210,000.00	.
01-4160-4270	CITY PROSECUTOR	3,883.33	3,883.33	50,920.00	47,036.67	7.
	TOTAL MATERIAL AND SERVICES	3,883.33	3,883.33	260,920.00	257,036.67	1.
	TOTAL LEGAL	3,883.33	3,883.33	260,920.00	257,036.67	1.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING & BUILDING					
	PERSONAL SERVICES:					
01-4170-1000	SALARIES	41,933.96	41,933.96	547,157.00	505,223.04	7.
01-4170-1200	PLANNING & ZONING COMMISSION	2,000.00	2,000.00	25,200.00	23,200.00	7.
01-4170-2100	FICA TAXES-CITY	3,342.26	3,342.26	41,857.00	38,514.74	8.
01-4170-2200	STATE RETIREMENT-CITY	5,254.50	5,254.50	65,440.00	60,185.50	8.
01-4170-2400	WORKER'S COMPENSATION-CITY	391.98	391.98	4,518.00	4,126.02	8.
01-4170-2500	HEALTH INSURANCE-CITY	11,197.20	11,197.20	128,421.00	117,223.80	8.
01-4170-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	9,000.00	9,000.00	.
01-4170-2510	DENTAL INSURANCE-CITY	312.00	312.00	3,708.00	3,396.00	8.
01-4170-2515	VISION	140.00	140.00	1,728.00	1,588.00	8.
01-4170-2600	ST & LONG TERM DISABILITY	271.47	271.47	3,362.00	3,090.53	8.
	TOTAL PERSONAL SERVICES	64,843.37	64,843.37	830,391.00	765,547.63	7.
	MATERIALS AND SERVICES:					
01-4170-3100	OFFICE SUPPLIES & POSTAGE	49.48	49.48	4,000.00	3,950.52	1.
01-4170-3200	OPERATING SUPPLIES	.00	.00	5,000.00	5,000.00	.
01-4170-4200	PROFESSIONAL SERVICES	.00	.00	260,000.00	260,000.00	.
01-4170-4210	PROFESSIONAL SERVICES - IDBS	.00	.00	423,525.00	423,525.00	.
01-4170-4220	PROF SVCS-FLOOD PLAIN PROG REM	.00	.00	10,000.00	10,000.00	.
01-4170-4400	ADVERTISING & LEGAL PUBLICATIO	.00	.00	15,000.00	15,000.00	.
01-4170-4500	GEOGRAPHIC INFO SYSTEMS	720.00	720.00	15,000.00	14,280.00	4.
01-4170-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	4,000.00	4,000.00	.
01-4170-4900	PERSONNEL TRAINING/TRAVEL/MTG	549.36	549.36	10,000.00	9,450.64	5.
01-4170-4970	TRAINING/TRAVEL/MTG-P&Z COMM	.00	.00	3,000.00	3,000.00	.
01-4170-5100	TELEPHONE & COMMUNICATIONS	30.00	30.00	720.00	690.00	4.
01-4170-6910	OTHER PURCHASED SERVICES	.00	.00	3,000.00	3,000.00	.
	TOTAL MATERIAL AND SERVICES	1,348.84	1,348.84	753,245.00	751,896.16	.
	CAPITAL OUTLAY:					
01-4170-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	3,000.00	3,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	3,000.00	3,000.00	.
	TOTAL PLANNING & BUILDING	66,192.21	66,192.21	1,586,636.00	1,520,443.79	4.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL					
	MATERIALS AND SERVICES:					
01-4193-4200	PROFESSIONAL SERVICE	.00	.00	200,000.00	200,000.00	.
01-4193-4210	RESORT CITIES	.00	.00	60,000.00	60,000.00	.
01-4193-4220	IT PROFESSIONAL SERVICES	.00	.00	165,000.00	165,000.00	.
01-4193-4250	BLAINE CITY TOUR	.00	.00	8,000.00	8,000.00	.
01-4193-6500	CONTRACT FOR SERVICE	.00	.00	155,920.00	155,920.00	.
01-4193-6505	FIRE DISTRICT MOU	800,000.00	800,000.00	.00	(800,000.00)	.
01-4193-6900	MISCELLANEOUS EXPENSE	.00	.00	199,300.00	199,300.00	.
	TOTAL MATERIAL AND SERVICES	800,000.00	800,000.00	788,220.00	(11,780.00)	101.
	OTHER EXPENDITURES:					
01-4193-8893	TRANSFER TO PARK TRUST-KAC	35,000.00	35,000.00	10,000.00	(25,000.00)	350.
01-4193-9910	MERIT/COMPENSATION ADJUSTMENTS	.00	.00	204,000.00	204,000.00	.
01-4193-9920	HEALTH INSURANCE CONTINGENCY	.00	.00	80,000.00	80,000.00	.
01-4193-9925	PROPERTY TAX CONTINGENCY	.00	.00	50,000.00	50,000.00	.
01-4193-9930	GENERAL FUND OP. CONTINGENCY	1,000.00	1,000.00	380,478.00	379,478.00	.
	TOTAL OTHER EXPENDITURES	36,000.00	36,000.00	724,478.00	688,478.00	5.
	TOTAL NON-DEPARTMENTAL	836,000.00	836,000.00	1,512,698.00	676,698.00	55.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FACILITY MAINTENANCE					
	PERSONAL SERVICES:					
01-4194-1000	SALARIES	27,637.88	27,637.88	457,254.00	429,616.12	6.
01-4194-1500	PART-TIME/SEASONAL	4,661.40	4,661.40	35,000.00	30,338.60	13.
01-4194-1800	SHIFT COVERAGE ON CALL	66.20	66.20	4,000.00	3,933.80	1.
01-4194-1900	OVERTIME	148.95	148.95	8,500.00	8,351.05	1.
01-4194-2100	FICA TAXES - CITY	2,438.67	2,438.67	38,524.00	36,085.33	6.
01-4194-2200	STATE RETIREMENT - CITY	3,259.50	3,259.50	56,183.00	52,923.50	5.
01-4194-2400	WORKER'S COMPENSATION-CITY	424.44	424.44	6,743.00	6,318.56	6.
01-4194-2500	HEALTH INSURANCE - CITY	12,527.75	12,527.75	157,873.00	145,345.25	7.
01-4194-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	10,000.00	10,000.00	.
01-4194-2510	DENTAL INSURANCE-CITY	338.25	338.25	4,536.00	4,197.75	7.
01-4194-2515	VISION	162.00	162.00	2,160.00	1,998.00	7.
01-4194-2600	LONG TERM DISABILITY	162.56	162.56	2,565.00	2,402.44	6.
01-4194-2800	STATE UNEMPLOYMENT INSURANCE	.00	.00	5,000.00	5,000.00	.
	TOTAL PERSONAL SERVICES	51,827.60	51,827.60	788,338.00	736,510.40	6.
	MATERIALS AND SERVICES:					
01-4194-3100	OFFICE SUPPLIES & POSTAGE	9.73	9.73	300.00	290.27	3.
01-4194-3200	OPERATING SUPPLIES	.00	.00	7,500.00	7,500.00	.
01-4194-3500	MOTOR FUELS & LUBRICANTS	.00	.00	2,500.00	2,500.00	.
01-4194-4200	PROFESSIONAL SERVICES	.00	.00	75,000.00	75,000.00	.
01-4194-4210	PROFESSIONAL SERVC-CITY TREES	.00	.00	15,000.00	15,000.00	.
01-4194-4220	PROF SERV-CITY BEAUTIFICATION	612.50	612.50	80,000.00	79,387.50	.
01-4194-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	440.00	440.00	.
01-4194-4900	PERSONNEL TRAINING/TRAVEL/MTG	247.80	247.80	1,500.00	1,252.20	16.
01-4194-5100	TELEPHONE & COMMUNICATIONS	30.00	30.00	500.00	470.00	6.
01-4194-5200	UTILITIES	322.34	322.34	60,000.00	59,677.66	.
01-4194-5300	CUSTODIAL & CLEANING SERVICES	.00	.00	65,000.00	65,000.00	.
01-4194-5900	REPAIR & MAINTENANCE-BUILDINGS	1,117.69	1,117.69	50,000.00	48,882.31	2.
01-4194-5910	REPAIR & MAINT-491 SV ROAD	152.62	152.62	70,000.00	69,847.38	.
01-4194-5950	REPAIR & MAINT-WARM SPRINGS PR	682.23	682.23	48,000.00	47,317.77	1.
01-4194-6000	REPAIR & MAINT-AUTOMOTIVE EQUI	.00	.00	5,000.00	5,000.00	.
01-4194-6100	REPAIR & MAINT--MACHINERY & EQ	.00	.00	5,000.00	5,000.00	.
01-4194-6950	MAINTENANCE	184.13	184.13	36,000.00	35,815.87	.
	TOTAL MATERIAL AND SERVICES	3,359.04	3,359.04	521,740.00	518,380.96	.
	TOTAL FACILITY MAINTENANCE	55,186.64	55,186.64	1,310,078.00	1,254,891.36	4.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
	PERSONAL SERVICES:					
01-4210-1000	SALARIES	9,168.00	9,168.00	143,541.00	134,373.00	6.
01-4210-1500	PART-TIME	55.18	55.18	20,000.00	19,944.82	.
01-4210-1900	OVERTIME	259.44	259.44	5,000.00	4,740.56	5.
01-4210-2100	FICA TAXES-CITY	699.14	699.14	13,222.00	12,522.86	5.
01-4210-2200	STATE RETIREMENT-CITY	1,127.52	1,127.52	18,281.00	17,153.48	6.
01-4210-2400	WORKMEN'S COMPENSATION-CITY	220.60	220.60	2,895.00	2,674.40	7.
01-4210-2500	HEALTH INSURANCE-CITY	7,085.56	7,085.56	80,539.00	73,453.44	8.
01-4210-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	4,000.00	4,000.00	.
01-4210-2510	DENTAL INSURANCE-CITY	169.00	169.00	2,028.00	1,859.00	8.
01-4210-2515	VISION	88.00	88.00	1,056.00	968.00	8.
01-4210-2600	ST & LONG TERM DISABILITY	56.71	56.71	716.00	659.29	7.
	TOTAL PERSONAL SERVICES	18,929.15	18,929.15	291,278.00	272,348.85	6.
	MATERIALS AND SERVICES:					
01-4210-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	5,000.00	5,000.00	.
01-4210-3200	OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.
01-4210-3500	MOTOR FUELS & LUBRICANTS	.00	.00	1,500.00	1,500.00	.
01-4210-3600	COMPUTER SOFTWARE	.00	.00	1,500.00	1,500.00	.
01-4210-3610	PARKING OPS PROCESSING FEES	60.78	60.78	21,000.00	20,939.22	.
01-4210-3620	PARKING OPS EQUIPMENT FEES	.00	.00	6,000.00	6,000.00	.
01-4210-4200	PROFESSIONAL SERVICES	240.00	240.00	59,750.00	59,510.00	.
01-4210-4250	PROF.SERVICES-BCSO CONTRACT	159,837.92	159,837.92	1,994,777.00	1,834,939.08	8.
01-4210-5100	TELEPHONE & COMMUNICATIONS	.00	.00	5,000.00	5,000.00	.
01-4210-6000	REPAIR & MAINT--AUTOMOTIVE EQU	.00	.00	10,000.00	10,000.00	.
	TOTAL MATERIAL AND SERVICES	160,138.70	160,138.70	2,105,527.00	1,945,388.30	7.
	CAPITAL OUTLAY:					
01-4210-7500	AUTOMOTIVE EQUIPMENT	.00	.00	5,000.00	5,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.
	TOTAL POLICE	179,067.85	179,067.85	2,401,805.00	2,222,737.15	7.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE & RESCUE					
	PERSONAL SERVICES:					
01-4230-1000	SALARIES	39,153.39	39,153.39	.00	(39,153.39)	.
01-4230-1500	PAID ON-CALL WAGES	21,885.25	21,885.25	.00	(21,885.25)	.
01-4230-1700	WOOC (WORKING OUT OF CLASS)	1,758.24	1,758.24	.00	(1,758.24)	.
01-4230-1900	OVERTIME	13,183.35	13,183.35	.00	(13,183.35)	.
01-4230-2100	FICA TAXES-CITY	5,785.69	5,785.69	.00	(5,785.69)	.
01-4230-2300	FIREMEN'S RETIREMENT-CITY	6,877.39	6,877.39	.00	(6,877.39)	.
01-4230-2400	WORKMEN'S COMPENSATION-CITY	2,174.95	2,174.95	.00	(2,174.95)	.
	TOTAL PERSONAL SERVICES	90,818.26	90,818.26	.00	(90,818.26)	.
	MATERIALS AND SERVICES:					
01-4230-4200	PROFESSIONAL SERVICES FIRE	250.00	250.00	.00	(250.00)	.
	TOTAL MATERIAL AND SERVICES	250.00	250.00	.00	(250.00)	.
	TOTAL FIRE & RESCUE	91,068.26	91,068.26	.00	(91,068.26)	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREET					
	PERSONAL SERVICES:					
01-4310-1000	SALARIES	50,173.86	50,173.86	719,685.00	669,511.14	7.
01-4310-1500	PART-TIME	.00	.00	25,000.00	25,000.00	.
01-4310-1800	SHIFT COVERAGE ON CALL	196.60	196.60	17,500.00	17,303.40	1.
01-4310-1900	OVERTIME	782.61	782.61	35,000.00	34,217.39	2.
01-4310-2100	FICA TAXES-CITY	3,869.04	3,869.04	60,985.00	57,115.96	6.
01-4310-2200	STATE RETIREMENT-CITY	6,117.91	6,117.91	92,353.00	86,235.09	6.
01-4310-2400	WORKER'S COMPENSATION-CITY	1,611.61	1,611.61	23,491.00	21,879.39	6.
01-4310-2500	HEALTH INSURANCE-CITY	19,478.31	19,478.31	183,676.00	164,197.69	10.
01-4310-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	12,000.00	12,000.00	.
01-4310-2510	DENTAL INSURANCE-CITY	525.25	525.25	5,814.00	5,288.75	9.
01-4310-2515	VISION	242.00	242.00	2,400.00	2,158.00	10.
01-4310-2600	ST & LONG TERM DISABILITY	320.04	320.04	4,594.00	4,273.96	7.
01-4310-2760	OTHER EMPLOYEE BENEFITS	500.00	500.00	.00	(500.00)	.
	TOTAL PERSONAL SERVICES	83,817.23	83,817.23	1,182,498.00	1,098,680.77	7.
	MATERIALS AND SERVICES:					
01-4310-3200	OPERATING SUPPLIES	260.48	260.48	17,000.00	16,739.52	1.
01-4310-3400	MINOR EQUIPMENT	78.92	78.92	3,500.00	3,421.08	2.
01-4310-3500	MOTOR FUELS & LUBRICANTS	.00	.00	100,000.00	100,000.00	.
01-4310-3600	COMPUTER SOFTWARE	.00	.00	6,800.00	6,800.00	.
01-4310-4200	PROFESSIONAL SERVICES	.00	.00	220,000.00	220,000.00	.
01-4310-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	3,000.00	3,000.00	.
01-4310-5100	TELEPHONE & COMMUNICATIONS	30.00	30.00	8,000.00	7,970.00	.
01-4310-5200	UTILITIES	.00	.00	19,500.00	19,500.00	.
01-4310-6000	REPAIR & MAINT--AUTOMOTIVE EQU	.00	.00	7,500.00	7,500.00	.
01-4310-6100	REPAIR & MAINT--MACHINERY & EQ	11,934.74	11,934.74	90,000.00	78,065.26	13.
01-4310-6910	OTHER PURCHASED SERVICES	380.95	380.95	16,000.00	15,619.05	2.
01-4310-6920	SIGNS & SIGNALIZATION	.00	.00	16,000.00	16,000.00	.
01-4310-6930	STREET LIGHTING	109.63	109.63	18,500.00	18,390.37	.
01-4310-6950	MAINTENANCE & IMPROVEMENTS	1,011.41	1,011.41	300,000.00	298,988.59	.
	TOTAL MATERIAL AND SERVICES	13,806.13	13,806.13	825,800.00	811,993.87	1.
	TOTAL STREET	97,623.36	97,623.36	2,008,298.00	1,910,674.64	4.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
	PERSONAL SERVICES:					
01-4510-1000	SALARIES	21,822.92	21,822.92	283,682.00	261,859.08	7.
01-4510-1500	PART-TIME/SEASONAL	1,605.00	1,605.00	65,000.00	63,395.00	2.
01-4510-2100	FICA TAXES - CITY	1,761.21	1,761.21	26,674.00	24,912.79	6.
01-4510-2200	STATE RETIREMENT - CITY	2,610.04	2,610.04	33,928.00	31,317.96	7.
01-4510-2400	WORKER'S COMPENSATION - CITY	367.26	367.26	4,709.00	4,341.74	7.
01-4510-2500	HEALTH INSURANCE - CITY	8,581.12	8,581.12	83,829.00	75,247.88	10.
01-4510-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	5,000.00	5,000.00	.
01-4510-2510	DENTAL INSURANCE-CITY	229.50	229.50	2,526.00	2,296.50	9.
01-4510-2515	VISION	108.00	108.00	1,104.00	996.00	9.
01-4510-2600	ST & LONG TERM DISABILITY	136.55	136.55	1,828.00	1,691.45	7.
01-4510-2800	STATE UNEMPLOYMENT INSURANCE	.00	.00	1,000.00	1,000.00	.
	TOTAL PERSONAL SERVICES	37,221.60	37,221.60	509,280.00	472,058.40	7.
	MATERIALS AND SERVICES:					
01-4510-3100	OFFICE SUPPLIES & POSTAGE	.78	.78	750.00	749.22	.
01-4510-3200	OPERATING SUPPLIES	.00	.00	4,500.00	4,500.00	.
01-4510-3250	RECREATION SUPPLIES	155.72	155.72	11,000.00	10,844.28	1.
01-4510-3280	YOUTH GOLF	.00	.00	1,100.00	1,100.00	.
01-4510-3300	RESALE ITEMS-CONCESSION SUPPLY	568.60	568.60	7,500.00	6,931.40	7.
01-4510-3310	STATE SALES TAX-PARK	1,647.96	1,647.96	8,500.00	6,852.04	19.
01-4510-3500	MOTOR FUELS & LUBRICANTS	.00	.00	1,500.00	1,500.00	.
01-4510-4200	PROFESSIONAL SERVICE	.00	.00	7,000.00	7,000.00	.
01-4510-4410	ADVERTISING & PUBLICATIONS	.00	.00	1,000.00	1,000.00	.
01-4510-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	500.00	500.00	.
01-4510-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	1,000.00	1,000.00	.
01-4510-5100	TELEPHONE & COMMUNICATIONS	.00	.00	1,500.00	1,500.00	.
01-4510-5200	UTILITIES	.00	.00	10,500.00	10,500.00	.
01-4510-6000	REPAIR & MAINT--AUTOMOTIVE EQU	.00	.00	3,000.00	3,000.00	.
01-4510-6100	REPAIR & MAINT--MACHINERY & EQ	.00	.00	3,000.00	3,000.00	.
	TOTAL MATERIAL AND SERVICES	2,373.06	2,373.06	62,350.00	59,976.94	3.
	TOTAL RECREATION	39,594.66	39,594.66	571,630.00	532,035.34	6.
	TOTAL FUND EXPENDITURES	1,687,360.08	1,687,360.08	12,453,225.00	10,765,864.92	13.
	NET REVENUE OVER EXPENDITURES	(864,298.15)	(864,298.15)	.00	864,298.15	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

WAGON DAYS FUND

	ASSETS			
02-1000-0000	CASH - COMBINED		(52,147.97)	
02-1510-0000	INVESTMENTS--WAGON DAYS #1625		8.93	
02-1520-0000	WAGON DAYS- US BANK #2315		22,669.67	
	TOTAL ASSETS			(29,469.37)
	LIABILITIES AND EQUITY			
	LIABILITIES			
02-2030-0000	ACCOUNTS PAYABLE		(250.00)	
	TOTAL LIABILITIES			(250.00)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
02-2710-0000	WAGON DAYS FUND BALANCE	(45,671.80)		
	REVENUE OVER EXPENDITURES - YTD	16,452.43		
	BALANCE - CURRENT DATE		(29,219.37)	
	TOTAL FUND EQUITY			(29,219.37)
	TOTAL LIABILITIES AND EQUITY			(29,469.37)

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WAGON DAYS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WAGON DAYS REVENUE					
02-3400-1100	WAGON DAYS FEES	.00	.00	1,500.00	1,500.00	.
02-3400-6700	SALES-SOUVENIRS,TICKET,PICNIC	.00	.00	10,000.00	10,000.00	.
	TOTAL WAGON DAYS REVENUE	.00	.00	11,500.00	11,500.00	.
	MISCELLANEOUS REVENUE					
02-3700-1000	INTEREST EARNINGS	2.43	2.43	500.00	497.57	.
02-3700-6500	SPONSORSHIPS	.00	.00	8,000.00	8,000.00	.
02-3700-7000	RESERVED SEATING	.00	.00	3,500.00	3,500.00	.
02-3700-8722	TRANSFER FROM LOT	16,450.00	16,450.00	197,400.00	180,950.00	8.
	TOTAL MISCELLANEOUS REVENUE	16,452.43	16,452.43	209,400.00	192,947.57	7.
	TOTAL FUND REVENUE	16,452.43	16,452.43	220,900.00	204,447.57	7.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WAGON DAYS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WAGON DAYS EXPENDITURES					
	PERSONAL SERVICES:					
02-4530-2900	AWARDS	.00	.00	6,000.00	6,000.00	.
	TOTAL PERSONAL SERVICES	.00	.00	6,000.00	6,000.00	.
	MATERIALS AND SERVICES:					
02-4530-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	500.00	500.00	.
02-4530-3200	OPERATING SUPPLIES	.00	.00	7,000.00	7,000.00	.
02-4530-3250	SOUVENIRS SUPPLIES	.00	.00	7,500.00	7,500.00	.
02-4530-3310	STATE SALES TAX	.00	.00	900.00	900.00	.
02-4530-4200	PROFESSIONAL SERVICES	.00	.00	72,000.00	72,000.00	.
02-4530-4210	PARADE PARTCPNT/FIDDLERS/POETS	.00	.00	75,000.00	75,000.00	.
02-4530-4220	GRAND MARSHAL DINNER	.00	.00	5,500.00	5,500.00	.
02-4530-4230	HISTORY/CHILDREN'S ACTIVITIES	.00	.00	7,500.00	7,500.00	.
02-4530-4240	CONCERT	.00	.00	27,000.00	27,000.00	.
02-4530-4400	ADVERTISING & LEGAL PUBLICATIO	.00	.00	8,000.00	8,000.00	.
02-4530-5210	SOLID WASTE COLLECTION	.00	.00	4,000.00	4,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	214,900.00	214,900.00	.
	TOTAL WAGON DAYS EXPENDITURES	.00	.00	220,900.00	220,900.00	.
	TOTAL FUND EXPENDITURES	.00	.00	220,900.00	220,900.00	.
	NET REVENUE OVER EXPENDITURES	16,452.43	16,452.43	.00	(16,452.43)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

GENERAL CAPITAL IMPROVEMENT FD

	ASSETS			
03-1000-0000	CASH - COMBINED		2,173,966.46	
03-1510-0000	INVESTMENTS--GEN CIP #2572		(1,001,269.96)	
	TOTAL ASSETS			1,172,696.50
	LIABILITIES AND EQUITY			
	LIABILITIES			
03-2030-0000	ACCOUNTS PAYABLE		159,950.00	
	TOTAL LIABILITIES			159,950.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
03-2710-0000	GEN CAPITAL IMPRVMNT BALANCE	941,431.43		
	REVENUE OVER EXPENDITURES - YTD	71,315.07		
	BALANCE - CURRENT DATE		1,012,746.50	
	TOTAL FUND EQUITY			1,012,746.50
	TOTAL LIABILITIES AND EQUITY			1,172,696.50

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	GENERAL CIP REVENUE					
03-3100-6100	IDAHO POWER FRANCHISE	.00	.00	300,000.00	300,000.00	.
	TOTAL GENERAL CIP REVENUE	.00	.00	300,000.00	300,000.00	.
	MISCELLANEOUS REVENUE					
03-3700-1000	INTEREST EARNINGS	13,846.90	13,846.90	25,000.00	11,153.10	55.
03-3700-8722	TRANSFER FROM LOT FUND	89,466.67	89,466.67	1,073,600.00	984,133.33	8.
03-3700-8798	URA FUNDING	.00	.00	2,050,000.00	2,050,000.00	.
	TOTAL MISCELLANEOUS REVENUE	103,313.57	103,313.57	3,148,600.00	3,045,286.43	3.
	FUND BALANCE					
03-3800-9000	FUND BALANCE	.00	.00	300,000.00	300,000.00	.
	TOTAL FUND BALANCE	.00	.00	300,000.00	300,000.00	.
	TOTAL FUND REVENUE	103,313.57	103,313.57	3,748,600.00	3,645,286.43	2.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4193-7110	DOWNTOWN CORE SIDEWALK (P)	8,452.50	8,452.50	900,000.00	891,547.50	.
03-4193-7160	TOWN SQUARE ALLEY-ASPHALT	.00	.00	50,000.00	50,000.00	.
03-4193-7180	POWER LINE UNDERGROUNDING (P)	.00	.00	88,600.00	88,600.00	.
03-4193-7199	LONG-TERM PLANNING & DESIGN	.00	.00	150,000.00	150,000.00	.
03-4193-7200	TECHNOLOGY UPGRADES	.00	.00	65,000.00	65,000.00	.
03-4193-7210	SUSTAINABILITY	.00	.00	50,000.00	50,000.00	.
03-4193-7501	PUBLIC PARKING OPTIONS (P)	.00	.00	100,000.00	100,000.00	.
03-4193-7502	INFRASTRUCTURE FOR HOUSING	.00	.00	800,000.00	800,000.00	.
03-4193-7611	PAVEMENT MANAGEMENT PROG (P)	.00	.00	600,000.00	600,000.00	.
03-4193-7614	BOOM TRUCK	.00	.00	100,000.00	100,000.00	.
03-4193-7615	STREET READER BOARDS	.00	.00	45,000.00	45,000.00	.
	TOTAL CAPITAL OUTLAY	8,452.50	8,452.50	2,948,600.00	2,940,147.50	.
	TOTAL GENERAL CIP EXPENDITURES	8,452.50	8,452.50	2,948,600.00	2,940,147.50	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FACILITY MAINT CIP EXPENDITURE					
	CAPITAL OUTLAY:					
03-4194-7120	ATKINSON PARK IRRIG UPGRADES	.00	.00	150,000.00	150,000.00	.
03-4194-7156	ORE WAGON R&M	.00	.00	25,000.00	25,000.00	.
03-4194-7161	VISITOR CENTER BUIDLING R&M	2,060.00	2,060.00	300,000.00	297,940.00	.
03-4194-7162	TOWN SQUARE REMODEL PHASE I	2,060.00	2,060.00	250,000.00	247,940.00	.
03-4194-7176	CITY HALL ELECTRICAL UPGRADES	.00	.00	15,000.00	15,000.00	.
03-4194-7604	ATV WARMS SPRINGS PRESERVE	19,426.00	19,426.00	.00	(19,426.00)	.
	TOTAL CAPITAL OUTLAY	23,546.00	23,546.00	740,000.00	716,454.00	3.
	TOTAL FACILITY MAINT CIP EXPENDITURE	23,546.00	23,546.00	740,000.00	716,454.00	3.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4210-7100	POLICE VEHICLE (NEW)	.00	.00	60,000.00	60,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	60,000.00	60,000.00	.
	TOTAL POLICE CIP EXPENDITURES	.00	.00	60,000.00	60,000.00	.
	TOTAL FUND EXPENDITURES	31,998.50	31,998.50	3,748,600.00	3,716,601.50	.
	NET REVENUE OVER EXPENDITURES	71,315.07	71,315.07	.00	(71,315.07)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

ORIGINAL LOT FUND

	ASSETS			
22-1000-0000	CASH - COMBINED		243,651.82	
22-1050-0000	TAXES RECEIVABLE		313,519.44	
22-1510-0000	INVESTMENTS-LOT #3183		366,956.47	
	TOTAL ASSETS			924,127.73
	LIABILITIES AND EQUITY			
	LIABILITIES			
22-2030-0000	ACCOUNTS PAYABLE		(1,500.00)	
	TOTAL LIABILITIES			(1,500.00)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
22-2710-0000	FUND BALANCE	799,276.69		
	REVENUE OVER EXPENDITURES - YTD	126,351.04		
	BALANCE - CURRENT DATE		925,627.73	
	TOTAL FUND EQUITY			925,627.73
	TOTAL LIABILITIES AND EQUITY			924,127.73

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

ORIGINAL LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	ORIGINAL LOT TAX					
22-3100-3000	ORIGINAL LOT TAX	329,776.89	329,776.89	3,600,000.00	3,270,223.11	9.
	TOTAL ORIGINAL LOT TAX	329,776.89	329,776.89	3,600,000.00	3,270,223.11	9.
	MISCELLANEOUS REVENUE					
22-3700-1000	INTEREST EARNINGS	1,296.20	1,296.20	10,000.00	8,703.80	13.
22-3700-8725	TRANSFR FROM ADDITIONAL 1%-LOT	4,833.33	4,833.33	60,000.00	55,166.67	8.
	TOTAL MISCELLANEOUS REVENUE	6,129.53	6,129.53	70,000.00	63,870.47	8.
	TOTAL FUND REVENUE	335,906.42	335,906.42	3,670,000.00	3,334,093.58	9.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

ORIGINAL LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ORIGINAL LOT TAX					
	MATERIALS AND SERVICES:					
22-4910-3610	PROCESSING FEE XBP	227.04	227.04	2,000.00	1,772.96	11.
22-4910-4200	PROFESSIONAL SERVICES	.00	.00	22,000.00	22,000.00	.
22-4910-5000	ADMINISTRATIVE EXPENSE-GEN FND	416.67	416.67	5,000.00	4,583.33	8.
22-4910-6060	EVENTS/PROMOTIONS	.00	.00	120,000.00	120,000.00	.
22-4910-6070	SVED	.00	.00	15,000.00	15,000.00	.
22-4910-6075	IDAHO DARK SKY ALLIANCE	.00	.00	3,000.00	3,000.00	.
22-4910-6080	MOUNTAIN RIDES	.00	.00	848,000.00	848,000.00	.
22-4910-6085	FRIENDS OF THE SAWTOOTH NF	.00	.00	10,000.00	10,000.00	.
22-4910-6090	CONSOLIDATED DISPATCH	.00	.00	171,005.00	171,005.00	.
22-4910-6095	MOUNTAIN HUMANE	2,995.00	2,995.00	2,995.00	.00	100.
	TOTAL MATERIAL AND SERVICES	3,638.71	3,638.71	1,199,000.00	1,195,361.29	.
	OTHER EXPENDITURES:					
22-4910-8801	REIMBURSE GF POLICE/FIRE/AMB	100,000.00	100,000.00	1,200,000.00	1,100,000.00	8.
22-4910-8802	TRNSFR TO WAGON DAYS FUND	16,450.00	16,450.00	197,400.00	180,950.00	8.
22-4910-8803	TRANSFER TO GENERAL CIP	89,466.67	89,466.67	1,073,600.00	984,133.33	8.
	TOTAL OTHER EXPENDITURES	205,916.67	205,916.67	2,471,000.00	2,265,083.33	8.
	TOTAL ORIGINAL LOT TAX	209,555.38	209,555.38	3,670,000.00	3,460,444.62	5.
	TOTAL FUND EXPENDITURES	209,555.38	209,555.38	3,670,000.00	3,460,444.62	5.
	NET REVENUE OVER EXPENDITURES	126,351.04	126,351.04	.00	(126,351.04)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

ADDITIONAL1%-LOT FUND

	ASSETS			
25-1000-0000	CASH - COMBINED		137,504.57	
	TOTAL ASSETS			137,504.57
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
25-2710-0000	FUND BALANCE	160,229.70		
	REVENUE OVER EXPENDITURES - YTD	(22,725.13)		
	BALANCE - CURRENT DATE		137,504.57	
	TOTAL FUND EQUITY			137,504.57
	TOTAL LIABILITIES AND EQUITY			137,504.57

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

ADDITIONAL1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	ADDITIONAL 1%-LOT					
25-3100-3010	ADDITIONAL 1%	271,498.58	271,498.58	2,900,000.00	2,628,501.42	9.
	TOTAL ADDITIONAL 1%-LOT	271,498.58	271,498.58	2,900,000.00	2,628,501.42	9.
	TOTAL FUND REVENUE	271,498.58	271,498.58	2,900,000.00	2,628,501.42	9.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

ADDITIONAL1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADDITIONAL 1%-LOT					
	MATERIALS AND SERVICES:					
25-4910-4220	SUN VALLEY AIR SERVICE BOARD	157,719.84	157,719.84	1,421,000.00	1,263,280.16	11.
	TOTAL MATERIAL AND SERVICES	157,719.84	157,719.84	1,421,000.00	1,263,280.16	11.
	OTHER EXPENDITURES:					
25-4910-8822	TRANSFER TO ORIG LOT-DIR COST	4,833.33	4,833.33	58,000.00	53,166.67	8.
25-4910-8824	TRANSFER TO HOUSING	131,670.54	131,670.54	1,421,000.00	1,289,329.46	9.
	TOTAL OTHER EXPENDITURES	136,503.87	136,503.87	1,479,000.00	1,342,496.13	9.
	TOTAL ADDITIONAL 1%-LOT	294,223.71	294,223.71	2,900,000.00	2,605,776.29	10.
	TOTAL FUND EXPENDITURES	294,223.71	294,223.71	2,900,000.00	2,605,776.29	10.
	NET REVENUE OVER EXPENDITURES	(22,725.13)	(22,725.13)	.00	22,725.13	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

FIRE BOND FUND

	ASSETS			
41-1000-0000	CASH - COMBINED		(1,344.02)	
41-1050-0000	TAXES RECEIVABLE--CURRENT		5,738.43	
	TOTAL ASSETS			4,394.41
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
41-2710-0000	FUND BALANCE	3,149.71		
	REVENUE OVER EXPENDITURES - YTD	1,244.70		
	BALANCE - CURRENT DATE		4,394.41	
	TOTAL FUND EQUITY			4,394.41
	TOTAL LIABILITIES AND EQUITY			4,394.41

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX					
41-3100-1000	PROPERTY TAX GO LEVY	1,125.59	1,125.59	617,019.00	615,893.41	.
41-3100-9000	PENALTY & INTEREST ON TAXES	119.11	119.11	.00	(119.11)	.
	TOTAL PROPERTY TAX	1,244.70	1,244.70	617,019.00	615,774.30	.
	TOTAL FUND REVENUE	1,244.70	1,244.70	617,019.00	615,774.30	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE BOND FUND EXP/TRNFRS					
	MATERIALS AND SERVICES:					
41-4800-4205	PROF SERVICES PAYING AGENT	.00	.00	3,000.00	3,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	3,000.00	3,000.00	.
	OTHER EXPENDITURES:					
41-4800-8100	DEBT SRVC ACCT PRINCIPL-FIRE	.00	.00	355,000.00	355,000.00	.
41-4800-8200	DEBT SRVC ACCT INTEREST-FIRE	.00	.00	259,019.00	259,019.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	614,019.00	614,019.00	.
	TOTAL FIRE BOND FUND EXP/TRNFRS	.00	.00	617,019.00	617,019.00	.
	TOTAL FUND EXPENDITURES	.00	.00	617,019.00	617,019.00	.
	NET REVENUE OVER EXPENDITURES	1,244.70	1,244.70	.00	(1,244.70)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

IN-LIEU HOUSING FUND

	ASSETS			
52-1000-0000	CASH - COMBINED		493,378.34	
52-1515-0000	INVESTMENTS--IN-LIEU HOUS#3044		(4,038.63)	
	TOTAL ASSETS			489,339.71
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
52-2710-0000	FUND BALANCE	485,868.45		
	REVENUE OVER EXPENDITURES - YTD	3,471.26		
	BALANCE - CURRENT DATE		489,339.71	
	TOTAL FUND EQUITY			489,339.71
	TOTAL LIABILITIES AND EQUITY			489,339.71

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
52-3700-1000	INTEREST EARNINGS	3,471.26	3,471.26	.00	(3,471.26)	.
52-3700-7500	IN-LIEU-AFFORDABLE HOUSING FEE	.00	.00	800,000.00	800,000.00	.
	TOTAL MISCELLANEOUS REVENUE	3,471.26	3,471.26	800,000.00	796,528.74	.
	FUND BALANCE					
52-3800-9000	FUND BALANCE	.00	.00	1,200,000.00	1,200,000.00	.
	TOTAL FUND BALANCE	.00	.00	1,200,000.00	1,200,000.00	.
	TOTAL FUND REVENUE	3,471.26	3,471.26	2,000,000.00	1,996,528.74	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IN-LIEU HOUSING EXPENDITURES					
	OTHER EXPENDITURES:					
52-4410-9930	COM.HOUSING OP. CONTINGENCY	.00	.00	2,000,000.00	2,000,000.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	2,000,000.00	2,000,000.00	.
	TOTAL IN-LIEU HOUSING EXPENDITURES	.00	.00	2,000,000.00	2,000,000.00	.
	TOTAL FUND EXPENDITURES	.00	.00	2,000,000.00	2,000,000.00	.
	NET REVENUE OVER EXPENDITURES	3,471.26	3,471.26	.00	(3,471.26)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

COMMUNITY HOUSING

	ASSETS			
54-1000-0000	CASH - COMBINED		931,175.53	
	TOTAL ASSETS			931,175.53
	LIABILITIES AND EQUITY			
	LIABILITIES			
54-2030-0000	ACCOUNTS PAYABLE		(132.15)	
54-2300-0000	DEPOSITS-SEC DEP LTL		1,075.00	
54-2300-0001	DEPOSITS-SEC DEP BIRD DR		(2,100.00)	
	TOTAL LIABILITIES			(1,157.15)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
54-2710-0000	FUND BALANCE	1,046,173.20		
	REVENUE OVER EXPENDITURES - YTD	(113,840.52)		
	BALANCE - CURRENT DATE		932,332.68	
	TOTAL FUND EQUITY			932,332.68
	TOTAL LIABILITIES AND EQUITY			931,175.53

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

COMMUNITY HOUSING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	COMMUNITY HOUSING REVENUE					
54-3700-2000	LIFT TOWER LODGE RENTS	6,244.00	6,244.00	70,000.00	63,756.00	8.
54-3700-2012	EVERGREEN RENTS	10,350.00	10,350.00	.00	(10,350.00)	.
54-3700-3610	REFUNDS & REIM BLAINE COUNTY	.00	.00	154,500.00	154,500.00	.
54-3700-4000	DEED RESTRICTED PROP SALE	.00	.00	230,517.00	230,517.00	.
54-3700-8705	TRANSFER FROM ADDITIONAL .50%	131,670.54	131,670.54	1,421,000.00	1,289,329.46	9.
	TOTAL COMMUNITY HOUSING REVENUE	148,264.54	148,264.54	1,876,017.00	1,727,752.46	7.
	TOTAL FUND REVENUE	148,264.54	148,264.54	1,876,017.00	1,727,752.46	7.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

COMMUNITY HOUSING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY HOUSING EXPENSE					
	PERSONAL SERVICES:					
54-4410-1000	SALARIES	34,009.00	34,009.00	440,057.00	406,048.00	7.
54-4410-2100	FICA TAXES-CITY	2,527.46	2,527.46	33,664.00	31,136.54	7.
54-4410-2200	STATE RETIREMENT-CITY	4,067.48	4,067.48	52,631.00	48,563.52	7.
54-4410-2400	WORKMEN'S COMPENSATION-CITY	33.92	33.92	1,248.00	1,214.08	2.
54-4410-2500	HEALTH INSURANCE-CITY	10,910.56	10,910.56	124,099.00	113,188.44	8.
54-4410-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	7,000.00	7,000.00	.
54-4410-2510	DENTAL INSURANCE-CITY	295.00	295.00	3,540.00	3,245.00	8.
54-4410-2515	VISION REIMBURSEMENT ACCT(HRA)	136.00	136.00	1,632.00	1,496.00	8.
54-4410-2600	LONG TERM DISABILITY	210.45	210.45	2,640.00	2,429.55	8.
	TOTAL PERSONAL SERVICES	52,189.87	52,189.87	666,511.00	614,321.13	7.
	MATERIALS AND SERVICES:					
54-4410-3100	GENERAL OFFICE	.00	.00	11,489.00	11,489.00	.
54-4410-4200	PROFESSIONAL SERVICES	320.00	320.00	100,000.00	99,680.00	.
54-4410-4225	DEED RESTRICTIONS	.00	.00	208,100.00	208,100.00	.
54-4410-4250	LIFT TOWER LODGE PROFF SVCS	.00	.00	40,000.00	40,000.00	.
54-4410-4260	EVERGREEN PROF SVCS	9,053.67	9,053.67	.00	(9,053.67)	.
54-4410-5110	COMPUTER NETWORK	.00	.00	4,000.00	4,000.00	.
54-4410-5200	LIFT TOWER LODGE UTILITIES	.00	.00	25,000.00	25,000.00	.
54-4410-5210	291 N 2ND AVE UTILITIES	535.76	535.76	.00	(535.76)	.
54-4410-5900	LIFT TOWER LDG REPAIR & MAINT	5.76	5.76	40,000.00	39,994.24	.
	TOTAL MATERIAL AND SERVICES	9,915.19	9,915.19	428,589.00	418,673.81	2.
	OTHER EXPENDITURES:					
54-4410-8000	REIMBURSEMENT BCHA OP & PROG	200,000.00	200,000.00	395,900.00	195,900.00	50.
54-4410-8010	REIMBURSE BCHA BLAINE CO CONTR	.00	.00	154,500.00	154,500.00	.
54-4410-8030	REIMBURSE GENERAL FUND	.00	.00	230,517.00	230,517.00	.
	TOTAL OTHER EXPENDITURES	200,000.00	200,000.00	780,917.00	580,917.00	25.
	TOTAL COMMUNITY HOUSING EXPENSE	262,105.06	262,105.06	1,876,017.00	1,613,911.94	14.
	TOTAL FUND EXPENDITURES	262,105.06	262,105.06	1,876,017.00	1,613,911.94	14.
	NET REVENUE OVER EXPENDITURES	(113,840.52)	(113,840.52)	.00	113,840.52	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

WATER FUND

	ASSETS			
63-1000-0000	CASH - COMBINED		1,909,330.69	
63-1150-0000	ACCTS RCVBL--WATER		11,857.67	
63-1510-0000	INVESTMENTS-WATER FUND #976		3,620,004.49	
63-1610-0000	FIXED ASSETS--LAND		15,380.00	
63-1620-0000	FIXED ASSETS--BUILDINGS		13,210,514.35	
63-1630-0000	ACCUM DEPRN--BUILDINGS		(8,287,273.25)	
63-1660-0000	FIXED ASSETS--MACHINERY & EQUI		1,341,870.88	
63-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP		(430,283.54)	
63-1800-0000	DEFERRED OUTFLOWS OF RESOURCES		53,662.86	
63-1900-0000	UNAMORTIZED BOND DISCOUNT 2016		11,319.77	
	TOTAL ASSETS			11,456,383.92
	LIABILITIES AND EQUITY			
	LIABILITIES			
63-2300-0000	ACCRUED INTEREST PAYABLE		4,696.54	
63-2330-0000	BONDS PAYABLE-2015B		2,080,000.00	
63-2340-0000	WA REFNDING BONDS PAYABLE 2016		501,000.00	
63-2390-0000	COMPENSATED ABSENCES PAYABLE		49,473.77	
63-2395-0000	NET PENSION LIABILITY		269,901.85	
63-2500-0000	UNAMORTIZED BOND PREMIUM		146,950.83	
	TOTAL LIABILITIES			3,052,022.99
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
63-2710-0000	WATER FUND BALANCE	1,614,224.16		
63-2720-0000	RETAINED EARNINGS	6,585,036.55		
	REVENUE OVER EXPENDITURES - YTD	205,100.22		
	BALANCE - CURRENT DATE		8,404,360.93	
	TOTAL FUND EQUITY			8,404,360.93
	TOTAL LIABILITIES AND EQUITY			11,456,383.92

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER REVENUE					
63-3400-6100	WATER CHARGES	484,056.73	484,056.73	3,298,000.00	2,813,943.27	14.
63-3400-6600	WA CONNECT FEE/FIRELINE/METER	.00	.00	10,000.00	10,000.00	.
	TOTAL WATER REVENUE	484,056.73	484,056.73	3,308,000.00	2,823,943.27	14.
	MISCELLANEOUS REVENUE					
63-3700-1000	INTEREST EARNINGS	12,786.97	12,786.97	100,000.00	87,213.03	12.
63-3700-7000	MISCELLANEOUS REVENUE	318.40	318.40	2,500.00	2,181.60	12.
	TOTAL MISCELLANEOUS REVENUE	13,105.37	13,105.37	102,500.00	89,394.63	12.
	TOTAL FUND REVENUE	497,162.10	497,162.10	3,410,500.00	2,913,337.90	14.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
	PERSONAL SERVICES:					
63-4340-1000	SALARIES-WATER	31,325.62	31,325.62	326,609.00	295,283.38	9.
63-4340-1800	SHIFT COVERAGE ON CALL	1,944.42	1,944.42	22,000.00	20,055.58	8.
63-4340-1900	OVERTIME	933.30	933.30	20,000.00	19,066.70	4.
63-4340-2100	FICA TAXES-CITY	2,587.18	2,587.18	28,199.00	25,611.82	9.
63-4340-2200	STATE RETIREMENT-CITY	4,090.74	4,090.74	44,086.00	39,995.26	9.
63-4340-2400	WORKMEN'S COMPENSATION-CITY	622.35	622.35	5,863.00	5,240.65	10.
63-4340-2500	HEALTH INSURANCE-CITY	9,521.94	9,521.94	93,833.00	84,311.06	10.
63-4340-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	6,000.00	6,000.00	.
63-4340-2510	DENTAL INSURANCE-CITY	284.50	284.50	2,910.00	2,625.50	9.
63-4340-2515	VISION	122.00	122.00	1,272.00	1,150.00	9.
63-4340-2600	LONG TERM DISABILITY	187.13	187.13	1,937.00	1,749.87	9.
	TOTAL PERSONAL SERVICES	51,619.18	51,619.18	552,709.00	501,089.82	9.
	MATERIALS AND SERVICES:					
63-4340-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	1,000.00	1,000.00	.
63-4340-3120	DATA PROCESSING	.00	.00	7,500.00	7,500.00	.
63-4340-3200	OPERATING SUPPLIES	1,119.47	1,119.47	20,000.00	18,880.53	5.
63-4340-3250	LABORATORY/ANALYSIS	.00	.00	3,000.00	3,000.00	.
63-4340-3400	MINOR EQUIPMENT	216.56	216.56	3,000.00	2,783.44	7.
63-4340-3500	MOTOR FUELS & LUBRICANTS	.00	.00	10,000.00	10,000.00	.
63-4340-3600	COMPUTER SOFTWARE	.00	.00	10,000.00	10,000.00	.
63-4340-3800	CHEMICALS	.00	.00	10,000.00	10,000.00	.
63-4340-4200	PROFESSIONAL SERVICES	4,817.50	4,817.50	150,000.00	145,182.50	3.
63-4340-4300	STATE & WA DISTRICT FEES	.00	.00	65,000.00	65,000.00	.
63-4340-4600	INSURANCE	12,369.78	12,369.78	16,000.00	3,630.22	77.
63-4340-4800	DUES, SUBSCRIPTIONS, & MEMBERS	.00	.00	1,000.00	1,000.00	.
63-4340-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	5,000.00	5,000.00	.
63-4340-5100	TELEPHONE & COMMUNICATIONS	413.98	413.98	12,000.00	11,586.02	3.
63-4340-5200	UTILITIES	.00	.00	120,000.00	120,000.00	.
63-4340-5500	RIGHT-OF-WAY FEE (STREET DEPT)	12,500.00	12,500.00	150,000.00	137,500.00	8.
63-4340-6000	REPAIR & MAINT-AUTO EQUIP	.00	.00	6,000.00	6,000.00	.
63-4340-6100	REPAIR & MAINT-MACH & EQUIP	.00	.00	60,000.00	60,000.00	.
63-4340-6910	OTHER PURCHASED SERVICES	369.24	369.24	10,000.00	9,630.76	3.
	TOTAL MATERIAL AND SERVICES	31,806.53	31,806.53	659,500.00	627,693.47	4.
	CAPITAL OUTLAY:					
63-4340-7900	DEPRECIATION EXPENSE	.00	.00	275,000.00	275,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	275,000.00	275,000.00	.
	OTHER EXPENDITURES:					
63-4340-8801	REIMBURSE CITY GENERAL FUND	33,636.17	33,636.17	403,634.00	369,997.83	8.
63-4340-8864	TRANSFER TO WA CAPITAL IMP FND	175,000.00	175,000.00	700,000.00	525,000.00	25.
63-4340-9930	WATER FUND OP. CONTINGENCY	.00	.00	200,000.00	200,000.00	.
	TOTAL OTHER EXPENDITURES	208,636.17	208,636.17	1,303,634.00	1,094,997.83	16.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL WATER EXPENDITURES	292,061.88	292,061.88	2,790,843.00	2,498,781.12	10.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER DEBT SERVICE EXPENDITRES					
	MATERIALS AND SERVICES:					
63-4800-4200	PROF.SERVICES-PAYING AGENT	.00	.00	500.00	500.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	500.00	500.00	.
	OTHER EXPENDITURES:					
63-4800-8300	DEBT SRVC ACCT PRINCIPAL-2015B	.00	.00	86,125.00	86,125.00	.
63-4800-8400	DEBT SRVC ACCT INTEREST-2015B	.00	.00	51,125.00	51,125.00	.
63-4800-8600	DEBT SRVC ACCT PRINCIPAL-2016	.00	.00	168,950.00	168,950.00	.
63-4800-8700	DEBT SRVC ACCT INTEREST-2016	.00	.00	2,950.00	2,950.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	309,150.00	309,150.00	.
	TOTAL WATER DEBT SERVICE EXPENDITRES	.00	.00	309,650.00	309,650.00	.
	TOTAL FUND EXPENDITURES	292,061.88	292,061.88	3,100,493.00	2,808,431.12	9.
	NET REVENUE OVER EXPENDITURES	205,100.22	205,100.22	310,007.00	104,906.78	66.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

WATER CAPITAL IMPROVEMENT FUND

	ASSETS			
64-1000-0000	CASH - COMBINED		(345,360.92)	
64-1510-0000	INVESTMENTS--WATER CIP #2138		725,244.50	
	TOTAL ASSETS			379,883.58
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
64-2710-0000	FUND BALANCE	281,671.79		
	REVENUE OVER EXPENDITURES - YTD	98,211.79		
	BALANCE - CURRENT DATE		379,883.58	
	TOTAL FUND EQUITY			379,883.58
	TOTAL LIABILITIES AND EQUITY			379,883.58

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER CIP REVENUE					
64-3400-7300	WATER CONNECTION FEES	.00	.00	100,000.00	100,000.00	.
	TOTAL WATER CIP REVENUE	.00	.00	100,000.00	100,000.00	.
	MISCELLANEOUS REVENUE					
64-3700-1000	INTEREST EARNINGS	2,561.79	2,561.79	30,000.00	27,438.21	8.
64-3700-8763	TRANSFER FROM WATER FUND	175,000.00	175,000.00	700,000.00	525,000.00	25.
	TOTAL MISCELLANEOUS REVENUE	177,561.79	177,561.79	730,000.00	552,438.21	24.
	TOTAL FUND REVENUE	177,561.79	177,561.79	830,000.00	652,438.21	21.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER CIP EXPENDITURES					
	CAPITAL OUTLAY:					
64-4340-7650	WATER METERS	.00	.00	200,000.00	200,000.00	.
64-4340-7800	CONSTRUCTION	.00	.00	150,000.00	150,000.00	.
64-4340-7809	S. KETCHUM WATER LINE PROJ. A	79,350.00	79,350.00	.00	(79,350.00)	.
64-4340-7811	TRAIL CREEK HWY 75 MAINLINE	.00	.00	200,000.00	200,000.00	.
64-4340-7812	OPS BUILDING ADDITION DESIGN	.00	.00	100,000.00	100,000.00	.
64-4340-7813	NORTHWOOD WELL ROOF ADDITION	.00	.00	50,000.00	50,000.00	.
	TOTAL CAPITAL OUTLAY	79,350.00	79,350.00	700,000.00	620,650.00	11.
	TOTAL WATER CIP EXPENDITURES	79,350.00	79,350.00	700,000.00	620,650.00	11.
	TOTAL FUND EXPENDITURES	79,350.00	79,350.00	700,000.00	620,650.00	11.
	NET REVENUE OVER EXPENDITURES	98,211.79	98,211.79	130,000.00	31,788.21	75.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

WASTEWATER FUND

	ASSETS			
65-1000-0000	CASH - COMBINED		519,687.94	
65-1150-0000	ACCTS RCVBL		48,611.18	
65-1320-0000	DUE FROM OTHER GOV'T UNITS		30,960.10	
65-1500-1000	INVSTMNT-ST.TR.DIV.BND-WW		201,093.97	
65-1510-0000	INVESTMENTS-WASTEWATER #889		2,475,564.27	
65-1620-0000	FIXED ASSETS--BUILDINGS		16,578,988.55	
65-1630-0000	ACCUM DEPRN--BUILDINGS		(7,429,576.29)	
65-1660-0000	FIXED ASSETS--MACHINERY & EQUI		1,661,875.75	
65-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP		(686,706.99)	
65-1800-0000	DEFERRED OUTFLOWS OF RESOURCES		71,550.03	
	TOTAL ASSETS			13,472,048.51
	LIABILITIES AND EQUITY			
	LIABILITIES			
65-2030-0000	ACCOUNTS PAYABLE		3.33	
65-2300-0000	ACCRUED INTEREST PAYABLE		12,513.34	
65-2350-0000	BONDS PAYABLE-S2023		6,100,000.00	
65-2390-0000	COMPENSATED ABSENCES PAYABLE		51,652.82	
65-2395-0000	NET PENSION LIABILITY		359,867.84	
65-2500-0000	UNAMORTIZED BOND PREMIUM		688,553.26	
	TOTAL LIABILITIES			7,212,590.59
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
65-2710-0000	WASTEWATER FUND BALANCE	8,756,192.34		
65-2720-0000	RETAINED EARNINGS	(2,473,470.69)		
	REVENUE OVER EXPENDITURES - YTD	(23,263.73)		
	BALANCE - CURRENT DATE		6,259,457.92	
	TOTAL FUND EQUITY			6,259,457.92
	TOTAL LIABILITIES AND EQUITY			13,472,048.51

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WASTEWATER REVENUE					
65-3400-7100	WASTEWATER CHARGES	262,922.35	262,922.35	2,960,000.00	2,697,077.65	8.
65-3400-7800	SUN VALLEY WA & SW DISTRICT CH	91,299.72	91,299.72	1,138,293.00	1,046,993.28	8.
	TOTAL WASTEWATER REVENUE	354,222.07	354,222.07	4,098,293.00	3,744,070.93	8.
	MISCELLANEOUS REVENUE					
65-3700-1000	INTEREST EARNINGS	8,744.46	8,744.46	60,000.00	51,255.54	14.
	TOTAL MISCELLANEOUS REVENUE	8,744.46	8,744.46	60,000.00	51,255.54	14.
	TOTAL FUND REVENUE	362,966.53	362,966.53	4,158,293.00	3,795,326.47	8.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER EXPENDITURES					
	PERSONAL SERVICES:					
65-4350-1000	SALARIES-WASTEWATER	37,812.59	37,812.59	530,195.00	492,382.41	7.
65-4350-1800	SHIFT COVERAGE ON CALL	1,325.66	1,325.66	20,000.00	18,674.34	6.
65-4350-1900	OVERTIME	1,856.13	1,856.13	15,000.00	13,143.87	12.
65-4350-2100	FICA TAXES-CITY	3,077.31	3,077.31	43,237.00	40,159.69	7.
65-4350-2200	STATE RETIREMENT-CITY	4,902.93	4,902.93	67,597.00	62,694.07	7.
65-4350-2400	WORKMEN'S COMPENSATION-CITY	598.52	598.52	7,815.00	7,216.48	7.
65-4350-2500	HEALTH INSURANCE-CITY	15,398.56	15,398.56	203,403.00	188,004.44	7.
65-4350-2505	HEALTH REIMBURSEMENT ACCT(HRA)	.00	.00	13,000.00	13,000.00	.
65-4350-2510	DENTAL INSURANCE-CITY	410.00	410.00	5,652.00	5,242.00	7.
65-4350-2515	VISION	194.00	194.00	2,712.00	2,518.00	7.
65-4350-2600	LONG TERM DISABILITY	227.89	227.89	3,338.00	3,110.11	6.
	TOTAL PERSONAL SERVICES	65,803.59	65,803.59	911,949.00	846,145.41	7.
	MATERIALS AND SERVICES:					
65-4350-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	500.00	500.00	.
65-4350-3120	DATA PROCESSING	.00	.00	8,000.00	8,000.00	.
65-4350-3200	OPERATING SUPPLIES	.00	.00	14,000.00	14,000.00	.
65-4350-3400	MINOR EQUIPMENT	5.69	5.69	2,000.00	1,994.31	.
65-4350-3500	MOTOR FUELS & LUBRICANTS	200.04	200.04	20,000.00	19,799.96	1.
65-4350-3600	COMPUTER SOFTWARE	.00	.00	5,000.00	5,000.00	.
65-4350-3800	CHEMICALS	.00	.00	105,000.00	105,000.00	.
65-4350-4200	PROFESSIONAL SERVICES	.00	.00	80,000.00	80,000.00	.
65-4350-4201	IPDES PERMIT FEE	.00	.00	3,800.00	3,800.00	.
65-4350-4600	INSURANCE	88,961.94	88,961.94	90,000.00	1,038.06	98.
65-4350-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	3,000.00	3,000.00	.
65-4350-5100	TELEPHONE & COMMUNICATIONS	362.99	362.99	7,000.00	6,637.01	5.
65-4350-5200	UTILITIES	13,367.01	13,367.01	175,000.00	161,632.99	7.
65-4350-5500	RIGHT-OF-WAY FEE (STREET DEPT)	12,333.00	12,333.00	148,000.00	135,667.00	8.
65-4350-6000	REPAIR & MAINT-AUTO EQUIP	2,207.81	2,207.81	12,000.00	9,792.19	18.
65-4350-6100	REPAIR & MAINT-MACH & EQUIP	40.90	40.90	70,000.00	69,959.10	.
65-4350-6900	COLLECTION SYSTEM SERVICES/CHA	5,931.04	5,931.04	65,000.00	59,068.96	9.
	TOTAL MATERIAL AND SERVICES	123,410.42	123,410.42	808,300.00	684,889.58	15.
	CAPITAL OUTLAY:					
65-4350-7900	DEPRECIATION EXPENSE	.00	.00	375,000.00	375,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	375,000.00	375,000.00	.
	OTHER EXPENDITURES:					
65-4350-8801	REIMBURSE CITY GENERAL FUND	72,016.25	72,016.25	864,195.00	792,178.75	8.
65-4350-8867	TRANSFER TO WW CAP IMP FUND	125,000.00	125,000.00	500,000.00	375,000.00	25.
65-4350-9930	WASTEWATER FUND OP.CONTINGENCY	.00	.00	50,000.00	50,000.00	.
	TOTAL OTHER EXPENDITURES	197,016.25	197,016.25	1,414,195.00	1,217,178.75	13.
	TOTAL WASTEWATER EXPENDITURES	386,230.26	386,230.26	3,509,444.00	3,123,213.74	11.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER DEBT SERVICE EXP					
	MATERIALS AND SERVICES:					
65-4800-4200	PROF.SERVICES-PAYING AGENT	.00	.00	1,000.00	1,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	1,000.00	1,000.00	.
	OTHER EXPENDITURES:					
65-4800-8500	DEBT SRVC ACCT PRNCPL-S2023	.00	.00	210,000.00	210,000.00	.
65-4800-8600	DEBT SRVC ACCT INTEREST-S2023	.00	.00	290,400.00	290,400.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	500,400.00	500,400.00	.
	TOTAL WASTEWATER DEBT SERVICE EXP	.00	.00	501,400.00	501,400.00	.
	TOTAL FUND EXPENDITURES	386,230.26	386,230.26	4,010,844.00	3,624,613.74	9.
	NET REVENUE OVER EXPENDITURES	(23,263.73)	(23,263.73)	147,449.00	170,712.73	(15.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

WASTEWATER CAPITAL IMPROVE FND

	ASSETS			
67-1000-0000	CASH - COMBINED		(553,023.11)	
67-1510-0000	INVESTMENTS--WW CIP #884		7,206,876.81	
	TOTAL ASSETS			6,653,853.70
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
67-2710-0000	FUND BALANCE	6,190,735.43		
	REVENUE OVER EXPENDITURES - YTD	463,118.27		
	BALANCE - CURRENT DATE		6,653,853.70	
	TOTAL FUND EQUITY			6,653,853.70
	TOTAL LIABILITIES AND EQUITY			6,653,853.70

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WASTEWATER CAPITAL IMPROVE FND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WASTEWATER CAPITAL REVENUE					
67-3400-7300	WASTEWATER CONNECTION FEES	.00	.00	75,000.00	75,000.00	.
67-3400-7800	SUN VALLEY WA & SW DISTRICT CH	321,037.56	321,037.56	2,571,043.00	2,250,005.44	12.
	TOTAL WASTEWATER CAPITAL REVENUE	321,037.56	321,037.56	2,646,043.00	2,325,005.44	12.
	MISCELLANEOUS REVENUE					
67-3700-1000	INTEREST EARNINGS	25,456.91	25,456.91	100,000.00	74,543.09	25.
67-3700-8765	TRANSFER FROM WASTEWATER FUND	125,000.00	125,000.00	500,000.00	375,000.00	25.
	TOTAL MISCELLANEOUS REVENUE	150,456.91	150,456.91	600,000.00	449,543.09	25.
	TOTAL FUND REVENUE	471,494.47	471,494.47	3,246,043.00	2,774,548.53	14.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

WASTEWATER CAPITAL IMPROVE FND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER CIP EXPENDITURES					
	CAPITAL OUTLAY:					
67-4350-7800	CONSTRUCTION	.00	.00	100,000.00	100,000.00	.
67-4350-7809	ENERGY EFFICIENCY PROJECTS	.00	.00	50,000.00	50,000.00	.
67-4350-7813	CAPITAL IMP PLAN(NO SHARING)	8,376.20	8,376.20	100,000.00	91,623.80	8.
67-4350-7818	ROTARY DRUM THICK & DEWATERING	.00	.00	4,678,586.00	4,678,586.00	.
67-4350-7820	VEHICLE REPLACEMENT	.00	.00	70,000.00	70,000.00	.
67-4350-7821	AERATION BASIN UPGRADE	.00	.00	160,000.00	160,000.00	.
67-4350-7822	OUTFALL CLEARING	.00	.00	83,500.00	83,500.00	.
	TOTAL CAPITAL OUTLAY	8,376.20	8,376.20	5,242,086.00	5,233,709.80	.
	TOTAL WASTEWATER CIP EXPENDITURES	8,376.20	8,376.20	5,242,086.00	5,233,709.80	.
	TOTAL FUND EXPENDITURES	8,376.20	8,376.20	5,242,086.00	5,233,709.80	.
	NET REVENUE OVER EXPENDITURES	463,118.27	463,118.27	(1,996,043.00)	(2,459,161.27)	23.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

POLICE TRUST FUND

	ASSETS			
90-1000-0000	CASH - COMBINED		1,385.60	
90-1510-0000	INVESTMENTS-POLICE TR-JUS#1755		7,229.76	
90-1512-0000	INVESTMENTS-POLICE TR-TRS#2196		370.67	
	TOTAL ASSETS			8,986.03
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
90-2710-0000	FUND BALANCE	8,959.18		
	REVENUE OVER EXPENDITURES - YTD	26.85		
	BALANCE - CURRENT DATE		8,986.03	
	TOTAL FUND EQUITY			8,986.03
	TOTAL LIABILITIES AND EQUITY			8,986.03

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

POLICE TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
90-3700-1000	INTEREST EARNINGS	26.85	26.85	.00	(26.85)	.
	TOTAL MISCELLANEOUS REVENUE	26.85	26.85	.00	(26.85)	.
	FUND BALANCE					
90-3800-9000	FUND BALANCE	.00	.00	7,500.00	7,500.00	.
	TOTAL FUND BALANCE	.00	.00	7,500.00	7,500.00	.
	TOTAL FUND REVENUE	26.85	26.85	7,500.00	7,473.15	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

POLICE TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
90-4900-6910	OTHER PURCHASED SERVICES	.00	.00	7,500.00	7,500.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	7,500.00	7,500.00	.
	TOTAL POLICE TRUST EXPENDITURES	.00	.00	7,500.00	7,500.00	.
	TOTAL FUND EXPENDITURES	.00	.00	7,500.00	7,500.00	.
	NET REVENUE OVER EXPENDITURES	26.85	26.85	.00	(26.85)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

PARKS/REC DEV TRUST FUND

	ASSETS			
93-1000-0000	CASH - COMBINED		32,051.50	
93-1510-0000	INVESTMENTS--PARK DEV TR #3280		142,393.30	
93-1512-0000	INVESTMENTS--WSP RESTOR #3766		461,090.32	
93-1515-0000	WSRESTORE US BANK#2333		174,387.67	
	TOTAL ASSETS			809,922.79
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
93-2710-0000	PARK/REC DEV TRUST UNASSIGNED	(385,139.60)		
93-2710-0001	WARM SPRINGS PRESERVE	1,048,169.79		
93-2710-0002	FIRE DEPARTMENT DONATIONS	805.00		
93-2710-0003	GUY COLES SKATE PARK	100.66		
93-2710-0004	HEMINGWAY SPLASH PARK	500.35		
93-2710-0005	PARK MEM. BENCH/TREE	3,736.51		
93-2710-0006	RIVER PARK	70.00		
93-2710-0007	ICE RINK	25,594.13		
93-2710-0008	KAGAN PARK	4,657.86		
93-2710-0009	PUMP PARK	2,260.25		
93-2710-0010	YOUTH RECREATION SCHOLARSHIPS	7,891.73		
93-2710-0011	JAZZ IN THE PARK	19,778.75		
93-2710-0012	KETCHEM ALIVE	3,145.29		
93-2710-0013	CHILDRENS RECREATION	4,987.00		
93-2710-0014	TREE FUND	1,501.95		
93-2710-0015	LITTLE LEAGUE FIELD	2,529.22		
93-2710-0016	WATCH ME GROW GARDEN	571.90		
93-2710-0017	YOUTH GOLF	19,394.55		
93-2710-0018	KETCHUM ARTS COMMISSION	12,471.15		
93-2710-0019	PERCENT FOR ART	11,678.07		
	REVENUE OVER EXPENDITURES - YTD	25,218.23		
	BALANCE - CURRENT DATE		809,922.79	
	TOTAL FUND EQUITY			809,922.79
	TOTAL LIABILITIES AND EQUITY			809,922.79

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

PARKS/REC DEV TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
93-3700-1000	INTEREST EARNINGS	2,145.00	2,145.00	40,000.00	37,855.00	5.
93-3700-5910	WARM SPRINGS PRES-RESTORATION	458.11	458.11	.00	(458.11)	.
93-3700-6800	KETCHUM ARTS COMMISSION	35,000.00	35,000.00	.00	(35,000.00)	.
	TOTAL MISCELLANEOUS REVENUE	37,603.11	37,603.11	40,000.00	2,396.89	94.
	TOTAL FUND REVENUE	37,603.11	37,603.11	40,000.00	2,396.89	94.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

PARKS/REC DEV TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS/REC TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
93-4900-5900	WARM SPRINGS PRESERVE	.00	.00	1,017,054.00	1,017,054.00	.
93-4900-6100	HEMINGWAY SPLASH PARK	.00	.00	500.00	500.00	.
93-4900-6500	ICE RINK-PRIVATE	.00	.00	24,836.00	24,836.00	.
93-4900-6600	KAGAN PARK	.00	.00	4,658.00	4,658.00	.
93-4900-6750	PUMP PARK	.00	.00	2,260.00	2,260.00	.
93-4900-6800	KETCHUM ARTS COMMISSION	.00	.00	22,465.00	22,465.00	.
93-4900-6850	% FOR ARTS	.00	.00	11,678.00	11,678.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	1,083,451.00	1,083,451.00	.
	CAPITAL OUTLAY:					
93-4900-7100	YOUTH RECREATION SCHOLARSHIPS	.00	.00	7,892.00	7,892.00	.
93-4900-7200	JAZZ IN THE PARK	.00	.00	22,979.00	22,979.00	.
93-4900-7300	KETCH'EM ALIVE	.00	.00	3,820.00	3,820.00	.
93-4900-7700	WATCH ME GROW GARDEN	.00	.00	116.00	116.00	.
93-4900-7900	YOUTH GOLF	.00	.00	19,395.00	19,395.00	.
93-4900-7950	WARM SPRINGS PRESR-RESTORATION	12,384.88	12,384.88	.00	(12,384.88)	.
	TOTAL CAPITAL OUTLAY	12,384.88	12,384.88	54,202.00	41,817.12	22.
	TOTAL PARKS/REC TRUST EXPENDITURES	12,384.88	12,384.88	1,137,653.00	1,125,268.12	1.
	TOTAL FUND EXPENDITURES	12,384.88	12,384.88	1,137,653.00	1,125,268.12	1.
	NET REVENUE OVER EXPENDITURES	25,218.23	25,218.23	(1,097,653.00)	(1,122,871.23)	2.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

DEVELOPMENT TRUST FUND

	ASSETS			
94-1000-0000	CASH - COMBINED		241,752.03	
94-1500-0000	OFFSITE VENDOR DEPOSITS		(2,500.00)	
94-1501-0000	INVST-ALPENGLOW		(500.00)	
94-1502-0000	INVST-CONST/PHASE DEV ECT		93,260.37	
	TOTAL ASSETS			332,012.40
	LIABILITIES AND EQUITY			
	LIABILITIES			
94-2060-0000	DEVELOPMENT TRUST FUNDS PAYABL		86,287.14	
	TOTAL LIABILITIES			86,287.14
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
94-2710-0000	FUND BALANCE	245,718.14		
	REVENUE OVER EXPENDITURES - YTD	7.12		
	BALANCE - CURRENT DATE		245,725.26	
	TOTAL FUND EQUITY			245,725.26
	TOTAL LIABILITIES AND EQUITY			332,012.40

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
94-3700-1000	INTEREST EARNINGS	7.12	7.12	.00	(7.12)	.
94-3700-7000	MISCELLANEOUS REVENUE	.00	.00	650,000.00	650,000.00	.
	TOTAL MISCELLANEOUS REVENUE	7.12	7.12	650,000.00	649,992.88	.
	TOTAL FUND REVENUE	7.12	7.12	650,000.00	649,992.88	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEVELOPMENT TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
94-4900-6910	OTHER MISC. ACCOUNTS	.00	.00	650,000.00	650,000.00	.
	TOTAL MATERIAL AND SERVICES	.00	.00	650,000.00	650,000.00	.
	TOTAL DEVELOPMENT TRUST EXPENDITURES	.00	.00	650,000.00	650,000.00	.
	TOTAL FUND EXPENDITURES	.00	.00	650,000.00	650,000.00	.
	NET REVENUE OVER EXPENDITURES	7.12	7.12	.00	(7.12)	.

CITY OF KETCHUM
BALANCE SHEET
OCTOBER 31, 2025

URBAN RENEWAL AGENCY

	ASSETS			
98-1000-0000	CASH - COMBINED		11,279.54	
98-1010-0000	URBAN RENEWAL FUND CASH		542,809.84	
98-1050-0000	TAXES RECEIVABLE-CURRENT		22,656.33	
98-1150-0000	ACCTS RECVBL		1,050.00	
98-1510-0000	INVESTMENTS-URA GF #2987		5,127,050.96	
98-1510-1000	INVESTMENTS-URA DEBT #3243		418,519.69	
98-1514-0000	UNAMORTZED PRE-ISSUANCE BND CT		30,847.40	
98-1610-1000	FIXED ASSETS-211 FIRST ST. E.		2,294,745.56	
98-1610-2000	FIXED ASST-4TH ST.CORRIDOR IMP		1,000,000.00	
98-1610-3000	FIXED ASST-1ST & WASH PARKING		1,474,000.00	
98-1610-4000	INFASTRUCTURE IMPROVEMENTS		397,135.87	
98-1630-0000	ACCUM DEPRN-BUILDINGS		(97,802.81)	
	TOTAL ASSETS			11,222,292.38
	LIABILITIES AND EQUITY			
	LIABILITIES			
98-2030-0000	ACCOUNTS PAYABLE		(43.50)	
98-2300-0000	ACCRUED INTEREST PAYABLE		2,549.67	
98-2340-0000	REFUNDING BONDS PAYABLE 2021		3,537,138.29	
	TOTAL LIABILITIES			3,539,644.46
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
98-2710-0000	FUND BALANCE	7,663,510.68		
	REVENUE OVER EXPENDITURES - YTD	19,137.24		
	BALANCE - CURRENT DATE		7,682,647.92	
	TOTAL FUND EQUITY			7,682,647.92
	TOTAL LIABILITIES AND EQUITY			11,222,292.38

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

URBAN RENEWAL AGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX					
98-3100-1000	TAX INCREMENT REVENUE	9,101.45	9,101.45	2,619,773.00	2,610,671.55	.
98-3100-1050	PROPERTY TAX REPLACEMENT	.00	.00	15,000.00	15,000.00	.
98-3100-9000	PENALTY & INTEREST ON TAXES	957.29	957.29	5,000.00	4,042.71	19.
	TOTAL PROPERTY TAX	10,058.74	10,058.74	2,639,773.00	2,629,714.26	.
	MISCELLANEOUS REVENUE					
98-3700-1000	INTEREST EARNINGS	18,124.92	18,124.92	140,000.00	121,875.08	13.
98-3700-1010	INTEREST EARNINGS-URA DEBT	1,451.65	1,451.65	.00	(1,451.65)	.
	TOTAL MISCELLANEOUS REVENUE	19,576.57	19,576.57	140,000.00	120,423.43	14.
	TOTAL FUND REVENUE	29,635.31	29,635.31	2,779,773.00	2,750,137.69	1.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

URBAN RENEWAL AGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	URBAN RENEWAL EXPENDITURES					
	MATERIALS AND SERVICES:					
98-4410-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	100.00	100.00	.
98-4410-4200	PROFESSIONAL SERVICES	.00	.00	120,000.00	120,000.00	.
98-4410-4400	ADVERTISING & LEGAL PUBLICATIO	.00	.00	1,000.00	1,000.00	.
98-4410-4600	LIABILITY INSURANCE	.00	.00	4,000.00	4,000.00	.
98-4410-4800	DUES, SUBSCRIPTIONS, & MEMBERS	.00	.00	5,000.00	5,000.00	.
98-4410-4900	PERSONNEL TRAINING/TRAVEL/MTG	498.07	498.07	3,000.00	2,501.93	16.
98-4410-6600	REFUNDS	10,000.00	10,000.00	.00	(10,000.00)	.
	TOTAL MATERIAL AND SERVICES	10,498.07	10,498.07	133,100.00	122,601.93	7.
	CAPITAL OUTLAY:					
98-4410-7100	INFRASTRUCTURE PROJECTS	.00	.00	2,050,000.00	2,050,000.00	.
98-4410-7103	MISCELLANEOUS OPA	.00	.00	138,000.00	138,000.00	.
	TOTAL CAPITAL OUTLAY	.00	.00	2,188,000.00	2,188,000.00	.
	OTHER EXPENDITURES:					
98-4410-8801	REIMBURSE CITY GENERAL FUND	.00	.00	105,000.00	105,000.00	.
98-4410-9930	URA FUND OP. CONTINGENCY	.00	.00	50,000.00	50,000.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	155,000.00	155,000.00	.
	TOTAL URBAN RENEWAL EXPENDITURES	10,498.07	10,498.07	2,476,100.00	2,465,601.93	.

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING OCTOBER 31, 2025

URBAN RENEWAL AGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	URA DEBT SERVICE EXPENDITURES					
	OTHER EXPENDITURES:					
98-4800-8400	DEBT SERVICE ACCT PRIN-2021	.00	.00	495,067.00	495,067.00	.
98-4800-8450	DEBT SRVC ACCT INTRST-2021	.00	.00	44,414.00	44,414.00	.
	TOTAL OTHER EXPENDITURES	.00	.00	539,481.00	539,481.00	.
	TOTAL URA DEBT SERVICE EXPENDITURES	.00	.00	539,481.00	539,481.00	.
	TOTAL FUND EXPENDITURES	10,498.07	10,498.07	3,015,581.00	3,005,082.93	.
	NET REVENUE OVER EXPENDITURES	19,137.24	19,137.24	(235,808.00)	(254,945.24)	8.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Ben Whipple/Administration

Agenda Item: Recommendation to approve interim budget change for 3rd floor conference room completion.

Recommended Motion:

I approve the interim budget change for 3rd floor conference room completion.

Reasons for Recommendation:

- Upon purchase/renovation of the building, costs were kept to a minimum while ensuring operational needs.
- During the four years of occupancy, short-term adjustments, such as shared offices and added cubbies, have provided additional workstations.
    - Specifically, a conference room on the 3rd floor was converted into office space for the use of three staff members.
- The proposed work would convert open and underutilized workspace into a new conference room, which will provide an additional dedicated and private location for meetings and teamwork currently lacking due to necessary adjustments for staff space.

Sustainability Impact

None.

Financial Impact:

None OR Adequate funds exist in account:	$68,000. Adequate funds exist in the CIP Contingency account.

Attachments

1. Project cost estimate

City Hall
Third Floor Cost Estimates

Vega Construction	General Conditions	$ 4,600.00	
	Demo	$ 5,800.00	
	Drywall	$ 1,400.00	
	Paint	$ 13,400.00	
	Carpentry	$ 12,600.00	
	GC Fee	$ 5,670.00	$ 43,470.00
Glassmasters		$ 9,975.78	$ 9,975.78
Thornton Heating	HVAC Permit	$ 390.00	
	Relocation Air Supply	$ 960.00	
	Relocate Air Return	$ 1,480.00	$ 2,830.00
Viewpoint	WS Room Door	$ 2,000.00	$ 2,000.00
Bill Gooding	Sprinkler Relocates	$ 2,000.00	$ 2,000.00
Irish Electric		$ 2,000.00	$ 2,000.00
Subtotal			**$ 62,275.78**
Carpet	(~$20/25K deferred)		$ -
Furniture			$ 5,000.00
Subtotal			**$ 5,000.00**
TOTAL			**$ 67,275.78**

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2026	Staff Member/Dept:	Daniel Hansen/Dir. Of Community Engagement

Agenda Item: Recommendation to approve adjusted exempt event street closures

Recommended Motion:

"I move to approve the amended exempt event street closure list."

Reasons for Recommendation:

- The City Council has pre-approved event street closures in the past to be included in the city's event permit application as "exempt". This eliminates the need for individual event permits that are submitted throughout the year that wish to use one of the pre-approved roadways from needing to come before City Council for approval, as long as they are following all other rules in city code. This helps event producers get their permits faster, saving time and money and making it easier to produce events in Ketchum.
- City staff have evaluated the current exempt street closure list to determine if any adjustments needed to be made to better support event producer's needs and public safety.
- Staff recommend adding sections of streets to the exempt list that get requested frequently in event applications, as long as the negative impacts to traffic flow, safety, businesses, and residents are minimal.
- The streets recommended to remove from designated event street closures list are ones that do not get requested often or that may cause greater negative impacts to traffic flow, safety, businesses, or residents. However, requests to use these locations for events still can come before City Council for approval on a case-by-case basis.

Proposed adjustments (see the attachment provided for locations on a map):

Adding to the exempt list:

- East 4th St. from N. East Ave. to N. Walnut Ave.
- East 4th St. from N. Walnut Ave. to N. Spruce Ave.
- East Ave. from Sun Valley Road to 4th St.
- 5th St. from 1st Ave. to Washington Ave.
- 4th St. from 1st Ave. to Washington Ave.
- Picabo St. from Skiway Ct. to Ritchie Dr.

Removing from the exempt list:

- 1st. Ave between 6th St. and 5th St.
- 1st Ave. between 4th St. and Sun Valley Road

• 1st Ave. between Sun Valley Road and 2nd St.”
• Adjustments to the recommended exempt event street closures will cause minimal impact on traffic flow and safety; successful events have been held on these street sections in the past.

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

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Map of highlighted streets to add or remove
2.
3.

Current approved:

Additional to approve:

Current approved that will be removed:

Current approved:

Additional to approve:

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Trent Donat/Clerk & Seth Martin/Ketchum Fire District

Agenda Item: Recommendation to approve surplus resolution 25-025 for multiple vehicle and equipment transfers from the City of Ketchum to the Ketchum Fire District

Recommended Motion:

I move to approve Resolution 25-025 for the following vehicles and equipment:

- 2005 Pierce Enforcer "Engine 1"
- 2025 Ford F250
- 2012 Ford Expedition
- 2017 Ford Expedition
- 2006 Ford F250
- 2023 Ford F250
- 2004 Ford F550
- 2022 Polaris General
- 2020 Freightliner HME
- 2017 Toyota RAV4
- 1985 Chevrolet MH
- 2010 Haulmark trailer
- 2022 Big Bubba trailer
- 2025 Pierce PUC pumper
- 2019 Pierce Enforcer ladder truck

Reasons for Recommendation:

- All listed vehicles and equipment to be transferred to the Ketchum Fire District
- Follow up item related to the Memorandum of Understanding between the City of Ketchum and Ketchum Fire District regarding the creation of the new Ketchum Fire District

Sustainability Impact:

None OR state impact here: N/A

Financial Impact:

None OR Adequate funds exist in account:	NONE

Attachments:

1. Resolution 25-025

CITY OF KETCHUM

RESOLUTION 25-025

A RESOLUTION OF THE CITY COUNCIL DECLARING FIRE DEPARTMENT VEHICLES, EQUIPMENT, AND FINANCIAL OBLIGATIONS BE TRANSFERRED FROM THE CITY OF KETCHUM TO THE KETCHUM FIRE DISTRICT

SECTION 1: FINDINGS

1.1 The City of Ketchum will transfer vehicles, equipment, and financial obligations to the Ketchum Fire District

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

2.1 The City Council authorizes the City Clerk to transfer the vehicles, equipment, and financial obligations associated with these assets listed below to the Ketchum Fire District

- 2005 Pierce Enforcer "Engine 1"
- 2025 Ford F250
- 2012 Ford Expedition
- 2017 Ford Expedition
- 2006 Ford F250
- 2023 Ford F250
- 2004 Ford F550
- 2022 Polaris General
- 2020 Freightliner HME
- 2017 Toyota RAV4
- 1985 Chevrolet MH
- 2010 Haulmark trailer
- 2022 Big Bubba trailer
- 2025 Pierce PUC pumper
- 2019 Pierce Enforcer ladder truck

2.2 The City Clerk is authorized to take such administrative steps, including assignments and title transfers, as necessary to effectuate this resolution.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 17th day of November 2025.

APPROVED:

Signed:_____
Neil Bradshaw, Mayor

ATTEST:

By_____
Trent Donat, City Clerk

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Carissa Connelly / Housing

Agenda Item: Recommendation to Approve Contract for Services with Blaine County Housing Authority

Recommended Motion:

I move to approve Contract #22830-2 with the Blaine County Housing Authority.

Reasons for Recommendation:

- Ketchum's residents and workers face a housing crisis that is interconnected with the health and vitality of the rest of Blaine County
- The majority of BCHA's portfolio is in Ketchum due to the success of the density bonus program and negotiations during Planned Unit Development entitlements
- The city possesses the necessary support staff (finance, clerk, communications) to support BCHA's mission in a cost-efficient manner

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

GOAL 1: CREATE + PRESERVE COMMUNITY HOUSING
ACTION: Continue to support BCHA w/ funding + staff time, including maintaining a Program Administrator w/ property management experience

GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY
ACTION: Financially support or continue to guarantee master leasing, conversion, acquisition, or new construction of transitional housing

GOAL 4: INFORM, ENGAGE + COLLABORATE
ACTION: Continue housing education on programs, developments, and need, + support and amplify housing education conducted by BCHA

Why support the countywide effort?
The success of other Blaine County jurisdictions' housing efforts impact Ketchum residents and workers, and vice versa. The housing crisis in the North Valley has – particularly since COVID – impacted real estate prices and housing availability South Valley and is adding to traffic and commute times in and out of Ketchum. 90% of Ketchum's workers commute in, as 40% of workers countywide commute into Blaine County. Because of the success of Ketchum and Sun Valley as a destination area, many of Ketchum's workers have been pushed farther south, thus worsening the housing affordability and availability of those jurisdictions.

Given the scale of the need countywide, with a minimum of 4,700 community homes (preserved and/or new) by 2032, Ketchum's efforts can only address a small portion of that need. Ketchum's minimum need for 660 community homes is primarily driven by existing Ketchum residents, with population growth only accounting for a small portion. This number does not include the 335 lost long-term rentals nor Ketchumites on verbal or month-to-month leases.

Staff have recurrently heard from residents and workers throughout the county that we are one community, both economically, socially, and even within individual families, with individual household members working, studying, and socializing up and down the valley. BCHA's 2023 survey found that of respondents immediately or anticipating needing housing, only half would live outside of the town centers of Ketchum, Sun Valley, Hailey and Bellevue. Most of those respondents also stated that they "couldn't" live farther south than Bellevue.

For those Ketchum workers that choose to stay in the area, data also shows that long commutes have real impacts on employers' operations, employees' health, and the community's vibrancy. Long commuting time:

- increases absenteeism, productivity, retention and recruitment among employees, and similar increases among students
- increases risk of obesity, high cholesterol, heart disease, diabetes, decreases physical fitness and increases risk of depression
- decreases volunteerism, quality time with family and friends, and general happiness

In fiscal year 2025, 94% of Ketchum's housing funds were used in Ketchum on high-cost programs like the Ownership and Preservation Program and strategic purchases of the Hyperborean condominiums and Evergreen apartments. The staffing and funding support from Ketchum for the BCHA is a benefit for Ketchum, as Ketchum is unable to house all of Ketchum's workers and Ketchum is socially and economically dependent on residents and functions in other towns. Local community leaders and community members have recurrently reaffirmed the need for greater countywide collaboration and effort. Blaine County Housing Authority was created to be that vehicle and to assist *all* Blaine County governments address the countywide housing challenges and does so through policy advocacy, research and education, and stewarding community homes on behalf of local governments.

Improvements to BCHA via the contract for services

BCHA is meant to fill gaps in the housing ecosystem countywide, with a strong focus on stewardship, housing instability, and community education. Last fiscal year, BCHA housed 111 people at Silvercreek Living, with household members working in Ketchum. The local non-profits greatly support these efforts and continue to refer to BCHA as the primary point of entry to housing in Blaine County. BCHA has provided feedback to Bellevue, the County, Hailey, and Ketchum on community housing related text amendments and Comprehensive Plans. They also host the countywide housing partners meetings, curate public education events, and research local data and best practices to best inform government decision making.

BCHA's primary responsibility has been stewarding homes that result from government incentives and negotiations between governments and developers. Since Ketchum's contract for services, the data management, application, and compliance system has been overhauled to be more efficient and both user and staff friendly. Staff have ensured regular compliance and work closely with legal counsel on enforcement of non-compliance situations. The fact that 10% of all households in Blaine County are active on BCHA's waitlist is a testament to both the vast housing need and the effectiveness of having a countywide primary point of entry, as BCHA continues to refer applicants to other housing providers. While

most of BCHA's portfolio is in Ketchum, BCHA remains the primary steward for the County and is prepared to receive any homes resulting from changes in Bellevue's code.

Proposed update to contract: The only substantial update to the contract is the scope of work. While the previous contract referred to specific action items, staff recommend removing that and instead referencing BCHA's annual workplan (August 20th draft attached). As with Ketchum's annual plan, BCHA's is informed by extensive community engagement, best practices, improvement on previous years, and ultimately defines which actions are most immediately impactful and feasible. Staff are updating the proposed plan and the BCHA Board will review on Wednesday, November 19th.

In addition, staff recommend including a specific reference to the services, infrastructure, and resources that BCHA, as the program administrator of deed-restricted homes, provides to Ketchum. The newer deed covenants specify that Ketchum can designate a program administrator, but to date there has not been a formalized document declaring BCHA as such.

Sustainability Impact:

None OR state impact here: Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact:

None OR Adequate funds exist in account:	Blaine County and allocated funds for joint programming

Attachments:

1. Contract 22830-2
2. Scope of Services
3. BCHA's draft workplan FY26

CONTRACT FOR SERVICES AGREEMENT 22830-2

WITH BLAINE COUNTY HOUSING AUTHORITY

THIS AGREEMENT is made and entered into effective to this 19th day of November, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA"), jointly "Parties."

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho, and is empowered to enter into contracts pursuant to Idaho Code § 50-301 et seq.
2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.
3. Ketchum has proposed to provide services to BCHA related to the management and preservation of community housing for low- and moderate-income households. Under the direction of the Blaine County Housing Authority Board of Commissioners, Ketchum will perform the Scope of Services, as attached hereto as Exhibit A.
4. Pursuant to Idaho Code § 31-4204 BCHA is empowered to enter into contracts and take such steps as are reasonably necessary to fulfill the authority's statutory mission.
5. Pursuant to Idaho Code § 67-2332 the Parties are empowered to enter into interagency contracts.
6. Ketchum has appropriated funds for the staffing administration of the proposed scope of services.

NOW, THEREFORE, the Parties agree as follows:

1. **SERVICES RECEIVED.** Ketchum agrees to provide to BCHA the services and products described in the Scope of Services, attached as Exhibit A.
2. **TERM.** The term of this Agreement shall be renewed on commence on November 19, 2025 and shall terminate when either party provides a sixty (60) day notice of no-fault termination of contract.
3. **REPORTING.** Ketchum shall update the BCHA Board monthly during the BCHA Board's regularly scheduled meetings with respect to how each identified service in Exhibit A is being performed.
4. **NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator	Board Chair
City of Ketchum	BCHA
Post Office Box 2315	Post Office Box 4045
Ketchum, ID 83340	Ketchum, ID 83340

5. **EQUAL EMPLOYMENT OPPORTUNITY.** The Parties covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

6. **TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon sixty (60) days written notice to the other for any reason or no reason. In addition, the Parties agree that in the event Ketchum fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and upon default that BCHA shall have the power to terminate this Agreement upon two (2) days' written notice. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

7. **INDEPENDENT CONTRACTOR.** Ketchum performs the Services hereunder solely and exclusively as an independent contractor. Ketchum is not an employee, servant, agent, or joint venture of BCHA. Ketchum will determine the legal means by which it accomplishes the work specified by this Agreement. This Agreement shall not be construed to create or establish any employee-employee relationship between BCHA and Ketchum or make Ketchum employees eligible for any BCHA employment benefits. Ketchum is solely responsible for the supervision of Ketchum staff and for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

8. **INSURANCE.** Each party will carry and maintain liability insurance in the following minimum amounts:

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

   Proof of said insurance shall be provided upon request. Each policy of insurance required shall provide for no less than thirty-day advance notice prior to cancellation.

9. **NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred to any other party except upon the prior written consent and approval of the governing board of both Parties.

10. **SOLE RESPONSIBILITY.** Each Party will be solely responsible and liable with respect to its own actions taken and obligations made pursuant to this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

12. **SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

13. **LAW OF IDAHO.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY

By

_____

Keith Perry
Chair

ATTEST

By

_____

CITY OF KETCHUM

By

_____

Neil Bradshaw
Mayor

ATTEST:

By

_____

Trent Donat
City Clerk

EXHIBIT A
Blaine County Housing Authority
Scope of Services | November 2025

The scope of work is outlined in each annual BCHA Action Plan as adopted by the BCHA Board, recognizing that staff will recommend actions within their capacity and will simultaneously be implementing Ketchum's annual Housing Action Plan.

In addition, BCHA will continue to serve as the Program Administrator for deed-restricted and City-owned rentals and ownership homes on behalf of the City of Ketchum. This means that, unless otherwise specified in a City policy, BCHA's policies and processes will be followed and digital infrastructure, including waitlist, application, and compliance system, will be used.

BCHA'S PROPOSED FY26 HOUSING ACTION PLAN

August 20, 2025

GOAL 1: Build organizational structure + capacity to address regional housing opportunities + gaps			
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**	**FY25 STATUS**	**FY25 PROGRESS DESCRIPTION**
1. Create a robust, diverse housing staff team with a range of technical skills to serve regional housing needs.	Maintain Executive Director/Director.	ONGOING	Contract for services with Ketchum continues, Housing Director continues.
	Maintain staff team to support continued operations and programs (or contract for services).	ONGOING	Fully staffed as of January 2025. Absorbed 2 contractors' responsibilities.
	Maintain contracts for technical services (e.g., grant writer, program development, code amendments, etc.) and legal counsel.	ONGOING	Contract for services with Housing Strategist and legal counsel continues.
2. Secure funding to operate entity and all BCHA actions.	Develop and secure approval of a budget (Blaine County and City of Ketchum) to support BCHA. Continue to explore funding participation from other governmental jurisdictions.	IN PROGRESS	Applied for $250,000 from the County. Expecting less than that. Also applied for $70,548 from Hailey. Expecting less or none. Continuing to seek participation from other governments to fill funding gap and continue Silvercreek master lease.
	Increase philanthropic fiscal participation: Pursue grants and donations for operations and programs (including HOA fee assistance and Silvercreek). Continue to use BC Housing Foundation as fiscal sponsor. Reassess Blaine County Housing Foundation's mission and then conduct targeted outreach for new Foundation Board members.	ONGOING	HOME-ARP grant program will not be renewed. Applied for Good Deeds grant, Forever Idaho grant application in progress. Planning to participate in Avenues for Hope fundraising campaign. Seeking employer master leases of rooms or a building at Silvercreek due to cost and increased vacancy (a result of households moving to Bluebird, the economy, and political environment). Currently working with existing board to recruit new board members with philanthropy, fundraising and grant writing expertise
	Explore and implement ongoing stewardship fees paid by owners, developers and/or governments.		
3. Maintain current BCHA governance structure.	Maintain current structure and contract for services with City of Ketchum. Continue to dialogue with all governmental partners on future maturation of the structure and pursue returning to a stand-alone agency with current staffing (funding permitted).	ONGOING	Housing Director working with CoK to maintain current structure & contract and continue dialogue with governmental partners.
	Increase program participant engagement and review by creating an advisory committee.		

GOAL 2: Recommend + advocate for policy that promotes community housing			
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**	**FY25 STATUS**	**FY25 PROGRESS DESCRIPTION**
1. Serve as the community's primary source of housing data, housing needs, and housing lists to support data-driven decision making, action and investments.	Publish quarterly analysis of waitlist and rental rates and report in newsletter.	ONGOING	Published in December, March, and June. 949 households are now in our applicant database, via the Common Intake Form, new system, HomeKeeper, and with adequate one-on-one assistance. Report rates quarterly. Worked with Idaho State Policy Institute to review methods in peer communities and determined that the current tracking method remains the most effective and efficient.
	Publish annual report on: • Housing supply pipeline and inventory • Market rate rental and sales data • BCHA's waitlist • Median sales data Work with Community Engagement Department on data visualization and accessibility.		On track to publish report Q1 2026. Updated annual spreadsheet. Seeking outstanding details. Have not published or marketed report.
2. Identify + support policies to promote community housing supply and access to community housing at the local level including: code amendments, projects, programs, funding allocation, etc.	Staff to become familiar with existing and potential housing policies and programs in local jurisdictions. Develop relationship and knowledge-sharing with staff of other jurisdictions.	ONGOING	Director and Strategist continue to engage local governments, including through planning staff, and elected and appointed bodies. Engaging planning staff through development of the Analysis of Impediments.
	Provide letters of support and BCHA Board in-person representation for planning and development applications, programs, zoning code changes, Comprehensive Plans and/or annexations related to housing at Council/Commission meetings. Encourage local jurisdictions to use BCHA as a housing resource and discuss proposed actions with BCHA in advance of staff report publication.	ONGOING	Over 6 staff meetings and 10 public meetings, provided feedback on two comprehensive plan efforts (Ketchum + Hailey) and two zoning code text amendments (Blaine County + Bellevue). Public hearings for the Ketchum and Hailey Comprehensive Plans are ongoing. Director is on Bellevue's Advisory Committee for their Comprehensive Plan update.
	Support development and/or enhancement of incentive-based land use policies that result in long term deed restricted affordable housing, including FAR Exceedance Programs. Propose County Community Housing text amendment.	ONGOING	Begun code change discussions with Blaine County. Provided feedback on non-profit developer-initiated text amendment. Will propose County text amendment in FY26. Engaged with City of Ketchum Planning Department to support enhanced tools to implement the new updated Comprehensive Plan.
	. Use learnings from the countywide Analysis of Impediments to housing choice to recommend and support new policies in local governments.	IN PROGRESS	Launched. Facilitated case worker focus group. Assessing housing and demographic data, launched countywide community survey and engaged with local planning and building directors. Have begun analyzing zoning and land use code and map across all jurisdictions.
	Continue advocating for state and federal policies that meet Blaine County's needs. Collaborate with new statewide housing advocacy organization.	ONGOING	Prepared for advocacy on 5 bills in the state legislature and submitted comments on one. Preparing for federal hill visit with Idaho senators.
	Assess intersection of housing policies and other community plans and efforts underway, such as health, food security, sustainability, transportation, smart growth, etc. Collaborate on data analysis, education efforts, and advocacy.	ONGOING	Wood River Land Trust created a community plan. Housing Strategist participating in County's Land Use and Transportation Task Force for implementation of Climate Action Plan. Collaborated with the Hunger Coalition on a grant application to facilitate greater data sharing and advocacy efforts.
3. Build value by providing excellent technical- and policy-related services to various housing providers, local government, and developers.	Maintain staff and/or contractors to support policy and technical code amendment work. Continue to develop rapport with other housing providers, local governments, and developers.	ONGOING	Contract for services with Housing Strategist continues. Director and Housing Strategist to meet with these stakeholders bi-annually.

GOAL 3: Expand, coordinate + improve services to create housing stability			
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**	**FY25 STATUS**	**FY25 PROGRESS DESCRIPTION**
1. Establish a one-stop-shop for providing resources, services and application assistance at BCHA office in English and Spanish and support coordination with other partners.	Maintain welcoming, friendly office and accessible office hours.	ONGOING	Office is generally open Monday-Thursday, 8:30am-5pm with Liz often accommodating applicants with evening hours Monday, Tuesday & Thursdays as well as Saturday appointments in Hailey and Ketchum. Evening and weekends are by appointment only. Office is friendly and welcoming.
	Staff offices with bilingual staff and support continued learning for fluency.	ONGOING	Full time bilingual staff member + continuing education (online & in-person) for two additional staff members to improve their Spanish speaking skills
	Update resource guide bi-annually (next update in 2027). Share hard copies with case workers and service providers.	HOLD	Completed and distributed in Q1 2025.
2. Position BCHA as primary point of entry for community housing.	Maintain utility of Common Intake Form. Meet with housing providers again to review their initial application form and eligibility criteria so that BCHA can continue to make appropriate referrals.	ONGOING	BCHA effectively assisted in the lease-up of 51 homes at Bluebird Village, managed by Syringa Property Management. Liz and Daniel are scheduling meetings with other housing providers to review their application form and eligibility criteria.
	Effectively and efficiently manage referrals to other housing providers. Continue to encourage use of BCHA's waitlist and formal agreements to do so.	ONGOING	Screened or determined interest of 732 BCHA's applicants for renting in Bluebird Village and referred 247 applicants. Assisted 15 Blaine County households move from homelessness or transitional housing to permanent, affordable housing at Bluebird Village. Continuing to determine interest and eligibility for applicants on BCHA's waitlist for availability in Bluebird when vacancies arise. During County's review of Community Housing text amendment, encouraged County to require use of BCHA's waitlist for developments using their bonus and administered by other housing providers. The adopted language requires other housing providers to provide a reason for not using BCHA's waitlist if they propose not to, but there are not standards for denying an application that proposes to use a different waitlist.
	Continue to engage developers, community partners and housing providers and encourage formalized referral processes. Annually update How-To + FAQ Handout.	ONGOING	Provided 8 trainings and education sessions to case workers throughout Blaine County on how BCHA works and how to best support their clients during the application process. Trainings were given at Blaine County School District social workers, St. Lukes Center for Community Health, The Senior Connection, Man's Second Chance Living, The Alliance of Idaho, The Hunger Coalition, Family Health Services. Housing Implementation Partner Meeting in May. Hosted workshop with local and Aspen lenders to facilitate learnings on solutions for financing deed-restricted properties, including developing in-house loan products.
3. Address the immediate needs of unhoused and people at risk of displacement.	Provide displacement support/housing options for families at risk of and experiencing homelessness.	ONGOING	Master lease of Silvercreek Living provided temporary housing to 92 local families and individuals who are experiencing homelessness or were displaced. Additionally, Lift Tower Lodge provided temporary housing to 17 local families and individuals. Provided assistance to homeowner facing foreclosure. Developed a phone tree and a one-page emergency housing action plan containing comprehensive resource information. The document has been prepared for distribution to the Fire and Police Chiefs and is intended to be shared with individuals in need of emergency housing assistance.
	Annually review progress and adjust Emergency and Transitional Housing Plan to reflect changes in homelessness. Integrate plans.	IN PROGRESS	Preliminarily reviewed Status Updates and will integrate in Housing Action Plan.
	Maintain leases for rooms to expand emergency housing locally.	ONGOING	Silvercreek more costly than anticipated.
4. Coordinate and expand funding for services for people experiencing homelessness.	Secure and expand funds for ongoing Silvercreek operations. Continue to explore employer leases for sustained, reliable revenue.	ONGOING	Decreased funding availability from IHFA.
	Continue to comply with ongoing grant requirements.	COMPLETE	Submitted required documentation for the 2025 IHFA grant audit. Waiting on IHFA's response.
5. Assist tenants facing eviction with mediation services and referral to other resources.	Continue contract for landlord tenant mediation program	ONGOING	Institute of Applied Conflict & Mediation (IACRM), formerly known as Neuromediation Group, assisted 14 people (7 households) facing eviction with 2 lease renewals, 4 stay extensions, and 1 payment plan.
BACKBURNER		NOT STARTED	The established processes for other housing providers and their extensive waitlists do not lend to this level of collaboration.

	Provide high quality, bilingual supportive services and housing counseling to residents of BCHA operated transitional housing and Lift Tower Lodge.	IN PROGRESS	Liz started training as a Housing Counselor, but with adding Compliance to her responsibilities staff determined to move this to a backburner action.
	Host or participate in workshops with other service providers to build coordination and strategy to address gaps.	ONGOING	Hosted Housing Partner Meeting in May. Additionally hosted focus group for analyzing impediments to housing choice. Planning another Housing Partner meeting for Q1 2026. Participating in reimagining of the Interagency Working Group, including a possible sub-group for data sharing.

GOAL 4: Inform, engage, collaborate			
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**	**FY25 STATUS**	**FY25 PROGRESS DESCRIPTION**
1. Support ongoing communications to increase coordination and effectiveness amongst all housing partners, social services providers, employers, etc. and build public understanding and support for housing solutions.	Create a strategic communications plan to reach a range of audiences by expanding the frequency and clarity of public messages and utilizing new communication methods. Initiatives would include: - Conducting focus groups and collecting feedback to determine communication gaps - Increased communications in Spanish - More organic and paid social media content - Targeted campaigns for market segments likely to participate in BCHA programs - Targeted campaign against common misconceptions - Public and partner education on FAQs - Provide talking points and present BCHA initiatives to housing partners, media outlets, employers, municipalities, and the public to improve awareness - Improved website content and navigation - Report out on results and track towards collective goals - Monthly BCHA newsletter - Increased media support - - Storytelling campaign and pro-housing narrative with video stories from locals impacted by the housing crisis Web analytics will be established to help track campaign performance.	IN PROGRESS	Relaunched monthly newsletter in March. Sent 1st bi-lingual newsletter in July. A new website platform is being built that offers improved translation options, accuracy, navigation, and information access. Construction of the new site has begun, with an plans to launch in Q2 2026. Staff have been working with (1) Community Engagement team on social media skills and strategies to improve and increase social media content and engagement. (2) Staff have been meeting regularly with media outlets, municipalities, and other organizations to educate the public regarding BCHA programs and correcting misconceptions. Accuracy of certain media outlets regarding BCHA activities has improved over the past year. Ketchum's City Administrator takes responsibility for limited progress in this area, so staff are working with Community Engagement team on working with external communications assistance.
2. Increase collaboration with all local governments.	Encourage active, staff-level liaisons with local governments. Explore deeper levels of engagement with liaisons, administrators and planning directors, such as monthly reports alongside verbal updates at BCHA Board meetings, regular administrator meetings, and coffee/lunch with planning directors.	ONGOING	Started lunch and coffee with planning directors. Limited engagement from liaisons.
3. Increase community, stakeholder, and staff's education and engagement on existing housing programs and housing topics.	Organize and advertise education session(s), such as a Housing Resource Fair, with Idaho Housing & Finance Association, NeighborWorks, South Central Community Action Partnership, USDA, Legal Aid, and local housing providers.	NOT STARTED	Plan for late Fall 2025.
	Assist IACRM, the landlord-tenant mediation team, with hosting trainings on landlord-tenant law and conflict resolution.	IN PROGRESS	Staff promoted the Seven (7) trainings have occurred or are scheduled in FY25- two (2) in person and five (5) virtual. Some of the topics: negotiation, eviction legal issues for tenants/landlords, managing stress & anxiety for immigrants, etc.
	Co-host housing talks by guest speakers with the Community Library.	NOT STARTED	Plan for late Fall 2025. Targeting Oregon or Montana housers.
	Support public education on why and how to engage in local government, why housing is important, and talking points through social media, fliers, and community events. Support pro-housing community building, voice activation efforts, and strategic pressure at key public meetings. Explore and support third-party ownership of this mobilizing effort and lessons learned from Jackson, Whitefish, Tahoe, and Boise.	N/A	
	Promote education of current electeds and candidates for local public offices. Support interviews fall 2025 candidates to determine their housing perspective and priorities. Support and share candidate comparisons to inform voter decisions.	N/A	
4. Increase staff and board's access to housing experts and knowledge.	Source new board, active members strategically based on needed expertise. Encourage Sun Valley Board representation.	IN PROGRESS	Daryl Fauth is now on the board with expertise in title and real estate transactions.
	Staff to continue to be active members in the Grounded Solutions Network and participate in trainings based on their content areas. Staff to facilitate trainings for BCHA board.	ONGOING	Staff and Board attended a Housing 101 training. 4 staff are now certified Fair Housing Coordinators. One is a certified Public Housing Manager, and another is pursuing the Housing Counseling certification. Director participated in the annual Women's Affordable Housing Network summit. 3 staff will attend training for shared equity homeownership and advocacy. 3 staff attended the Policy, Practice, Power- Grounded Solutions Network's 2025 Housing Conference.
	Staff to continue to nurture relationships with – and learnings from - peer community housing organizations through site visits and bi-monthly calls.	N/A	This fiscal year, in advance of the Mountain and Resort Planners conference, the Director and Housing Strategist visited peer community housers in northwest and central Oregon.

5. Create a new, exciting brand to build regional awareness and support for coordinated housing solutions	Continue to conduct market research to monitor the community's perception of BCHA—what is correct and what we'd like to change. This analysis will be used to create and adapt communication and brand strategies for consistent public messaging (print, web, written copy, and media coverage) that reinforces BCHA's desired brand attributes and corrects misconceptions.	IN PROGRESS	Staff are working with the City of Ketchum's Community Engagement Department to conduct market research to guide a complete BCHA rebrand. An initial proposal was presented to the BCHA board in 2024. A follow-up proposal should be available to present to the BCHA board in the fall of 2025, after focus groups and additional research.
6. Create a regional housing action plan	Update BCHA's annual action plan that reflects and tracks priorities in the region.	IN PROGRESS	For Board review at August meeting.
7. Explore model for regional housing coalition (similar to Mountain Housing Council).	Continue to facilitate implementation partner meetings at least twice a year. Explore ways for greater participant ownership and third-party role in facilitating coalition building with new visual and narrative identity and lessons learned from Gallatin County, MT and Tahoe/Truckee, CA	IN PROGRESS	Housing Implementation Partner Meeting in May. Planning another Housing Partner meeting for Q1 2026. Identifying potential facilitators and sponsors of a coalition model.
BACKBURNER	Work with government liaisons to differentiate between BCHA-only actions and annual actions by each jurisdiction. Gauge interest for each jurisdiction's actions to be included in the plan.	IN PROGRESS	Emailed Planning Directors and Administrators early August to gauge interest. Will include hyperlinks to Ketchum's new HAP once adopted and Hailey's supply report.

GOAL 5: Steward/preserve + expand portfolio of deed restricted homes			
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**	**FY25 STATUS**	**FY25 PROGRESS DESCRIPTION**
1. Continue to steward inventory of existing deed-restricted homes in BCHA inventory, including on-going compliance.	Continue to enhance effectiveness of application, waitlist, compliance and rent collection systems (HomeKeeper/Salesforce + Yardi).	ONGOING	Renter's annual compliance being managed through HomeKeeper with renters filling out Full Application. Annual Compliance for homeowners is now 100% online via survey monkey with downloadable responses and will transition to HomeKeeper Q1 26.Sold 7 community homes and leased up 5 community rentals (excluding Bluebird). Enforced compliance on 7 homeowners.
	Conduct annual update to Community Housing Guidelines and forms with public hearings and newly created Advisory Committee review. Post-adoption, provide education opportunities for program participants, applicants, and developer/owners and emphasize substantial changes.	COMPLETE	Full document was adopted in July.
	Create and maintain process documents for recurrent processes.	ONGOING	Entire team is continuing (capacity allowing) to create SOPs for essential job duties.
	Administer a Community Homeowner Relief Fund to support housing stability by providing financial assistance and advocacy support for community homeowners facing high HOA dues, special assessments, and related housing cost burdens. Continue to explore sustainable and financially feasible solutions to ongoing HOA costs for community homeowners.		Blaine County Housing Foundation has created this fund and can receive donations ear-marked for this use. Staff are streamlining processes by working with community homeowners in HOAs that are outliers (Residences at Evergreen).
	Create and implement communication plan to educate applicants, program participants, and developer/owners on BCHA's programs through a variety of methods (including video) on: • What is BCHA, ARCH, WRCHT, BCCF • What is a deed covenant, shared equity, and how does resale work • Ongoing expectations for community homeowners, renters, developer/property managers • FAQs • Other hot topics		
2. Expand inventory of deed-restricted homes through an acquisition/preservation strategy.	Support and offer to administer new deed-restricted homes	ONGOING	Continue administering homes from Ketchum. Offered to administer new community homes in Hailey and Bellevue.
	Support new local government programs: down payment assistance, deed restriction purchase program, ADU incentives.	NOT STARTED	BCHA has offered but not yet been involved in the creation of new program
BACKBURNER	Support Blaine County Charitable Fund's efforts in rehabilitation assistance program to help people stay in their market-rate homes.	NOT STARTED	
	Identify and map Naturally Occurring Affordable Housing (NOAH) countywide.	NOT STARTED	

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Jade Riley

Agenda Item: Recommendation to approve Resolution 25-026 (updated City of Ketchum Employee Handbook).

Recommended Motion:

"I move to approve Resolution 25-026 adopting the updated City of Ketchum Employee Handbook."

Reasons for Recommendation:

- In 2023, the City retained BestDayHR to review the outdated (2015) handbook for all federal/state employment regulations as well as best practices.
- Council adopted the update on December 18, 2023.
- The notable policy changes this year are described in 'Revisions' memo (attachment #2) and include following highlights:
  - 2025's established Vision and Values
  - Removed references of fire department personnel
  - Clarification regarding compensation variables (shift differentials and compensatory time)
  - New policies: Dogs in Workplace and Weapons

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	None.

Attachments:

1. Resolution #25-026
2. Employee Handbook Suggested Revisions_BDHR memo
3. 2025 Updated Handbook (redline)
4. 2025 Updated Handbook (clean)

RESOLUTION NUMBER 25-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE AND ADOPT AN UPDATED EMPLOYEE HANDBOOK.

WHEREAS, the City of Ketchum retained human resource professionals (BestDayHR) to update all city employment and human resource-related policies to be in compliance with Idaho and federal employment laws.

WHEREAS, staff will provide training to all departments to ensure understanding and adherence of the new handbook policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Approval and adoption of an updated employee handbook.

This resolution will be in full force and effect upon its adoption this 17th day of November 2025.

CITY OF KETCHUM, IDAHO

_____

Neil Bradshaw
Mayor

ATTEST:

_____

Trent Donat
City Clerk

To: City of Ketchum

From: Shawn Miller

Date: November 12, 2025

Re: Employee Handbook Suggested Revisions

All, below is a summary of the substantive redlined revisions included in the November 2025 draft of the *City of Ketchum Employee Handbook*. These updates reflect changes made to improve clarity, ensure compliance, and align City policies with current workplace practices and expectations.

1. Introduction

- Vision/Values - added the City's Vision and Values. P.6

2. Equal Employment Opportunity (EEO) and Anti-Harassment

- Lactation Accommodation - added Lactation Accommodation Policy establishing reasonable break time and a private space (other than a restroom) for nursing employees. P.11

3. Employee Selection, Compensation, Timekeeping, and Schedules

- Firefighters - eliminated references to firefighters.
- Personnel Files - clarified that the City stores personnel files electronically. P.14
- Shift Differential Pay - added shift differential policy establishing a 5% pay differential for eligible non-exempt employees regularly working outside of normal business hours. P.16
- Exempt Employee Compensatory Time - added that certain exempt employees are eligible for compensatory time. P.17

- Flexible Work Schedules - added the Culture Work Group's recommendation that a flexible schedule can only be cancelled with 30 days advance notice and created an appeal right to the City Administrator. P.21

4. Employee Leave, Holidays, and Benefits

- Military Leave - added that the City provides 15 days of paid military leave to standardize the offering across the City – before each department could authorize or not authorize paid leave. P.27
- Compassionate Leave – added that vacation must be drawn down to 32 hours and compensatory time must be exhausted before compassionate leave can be requested. P.27
- Insurance Coverage – added insurance coverage for employees working 20 or more hours per week. P. 28
- FMLA – simplified the FMLA policy. P.31

5. Workplace Conduct and Ethics

- Corrective Action – added that the City Administrator may have a designee at certain discipline meetings. P. 39
- Ethics and Conflicts of Interest – added a separate ethics and conflicts of interest policy. P. 40
- Dogs in the Workplace - added dogs on campus policy defining expectations and approval processes for bringing dogs to City facilities. P. 41
- Weapons - added weapons policy prohibiting employees and visitors from carrying firearms or other weapons on City property except for authorized law enforcement. P.42
- Technology Use - clarified electronic communications, social media expectations, artificial intelligence, and disciplinary procedures for consistent application across departments. P.45

6. Acknowledgement of Receipt of Employee Handbook

- Acknowledgement Page - revamped acknowledgement including electronic acknowledgment, employee responsibility for reviewing updates, and reaffirmation of the handbook's non-contractual nature. P.57

City of Ketchum, Idaho
Employee Handbook

Revised and Adopted ~~December 18, 2023~~

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WORKING AT THE CITY OF KETCHUM

Welcome to the City of Ketchum. We are grateful you have joined us. Our Vision is very important to us and it is an important reminder why we work at the City. Likewise, our Values are critical in that they set the expectations of how we work together. You will hear and have the opportunity to move our Vision forward and practice our Values throughout your time at the City.

Our Vision

Elevating Ketchum: A community thriving together

Our Values:

- Built on Trust – honoring commitments, building confidence
- Shared Strength, Shared Success – Our success is shared and our teamwork sets the standard
- Purpose in Every Action – What we do matters, our actions create lasting benefits towards a brighter, sustainable future

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The following is information we believe will help you as you begin your career with the City.

The City is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City. The City Council's primary authority is to establish terms and conditions of employment with the City administration. The City Council also appoints personnel to help carry out its administrative responsibilities.

The responsibility and authority for the enforcement and administration of the policies and procedures set forth herein are vested in the Mayor, City Administrator, and Department Supervisors.

As with all elected public officials, the City Council is ultimately responsible to the voters of the City of Ketchum. The terms set forth in this Handbook reflect public entity policy at the time of its approval, but they are subject to change at any time, without prior notice, and at the sole discretion of the City Council.

Only the City Council has authority to establish general policy for the City employees. Each employee should recognize that even when serving as an employee in the office of an elected or appointed official, that individual remains an employee of the City. The terms and conditions set forth in this Handbook, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the City Council. That is particularly true for terms or conditions which would establish a financial obligation for the City now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by other elected officials.

EMPLOYEE POLICY HANDBOOK

The purpose of the Employee Handbook (Handbook) is to inform employees of the City's general personnel policies and to ensure uniform application throughout City departments. The Handbook is not all-inclusive, but addresses the topics most likely to be encountered in the City's day-to-day operations.

The policies in this Handbook are not intended to supersede City ordinances or other applicable laws. ~~; and in~~In case of any conflict between these policies and such ordinances or laws, the latter shall prevail.

THE POLICIES IN THIS HANDBOOK ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. The City reserves the right to change or rescind these policies and regulations with or without notice, and to determine the application of these policies to specific circumstances. The City further reserves the right to alter or eliminate any benefits provided to its employees. Any alteration, elimination, or revision may be made applicable to current as well as future employees.

The Handbook will be maintained on the City's internal~~nside~~ web site~~page~~. Departments shall provide employees without computers~~,~~ access to a department computer upon request in order to access the Handbook. All employees shall read the electronic policies regularly, check for changes or revisions, and abide by their content. Employees who have questions about the policies contained in the Handbook, including any changes or revisions, shall contact their supervisor for explanation and clarification. Being aware of and understanding the City's policies contained in the Handbook is the employee's responsibility.

Certain provisions of this Handbook state that disciplinary action may result from specified conduct. The inclusion of these provisions does not, and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons.

The provisions of this Handbook apply to all City employees, except as otherwise specified within the Handbook or by ordinance, state or federal statute, rule, regulation, or collective labor agreement. Bargaining unit employees shall refer to their collective bargaining agreements for applicable terms and conditions of employment. This handbook shall apply to~~or~~ any topic or situation not superseded by the collective bargaining agreement.

Any matter not specifically covered by the Handbook or departmental rules and procedures shall be administered by the City Administrator in a manner consistent with the Handbook.

WAIVER OF RULES: The City Administrator reserves the right to temporarily waive any policy in specific instances when such waivers are legal, warranted and justified in the interests of a more effective and responsive system of personnel administration. Any subsequent changes from the City will supersede the contents of this Handbook.

If any chapter, section or portion of this Handbook is found to be invalid by a duly constituted authority, it shall not affect the validity of the balance of these policies and procedures. If any portion of these policies and procedures are in conflict, the most recent amendments shall apply.

EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to providing equal employment opportunity for all persons without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, discipline, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the City is committed to providing an employment environment that is free from discrimination and harassment. All individuals associated with the City are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the processes outlined in this Handbook.

PROHIBITION AGAINST HARASSMENT, BULLYING, AND RETALIATION

1. Discrimination and Harassment

Discrimination and harassment consist of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status. Discrimination or harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

A specific category of harassment is sexual harassment. Sexual harassment is unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; (3) such conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment; or (4) employment, pay, benefits, title, position or other opportunities for advancement or training are conditioned on the submission to such unwelcome sexual advances or requests.

The following are examples of prohibited conduct that violate the City's prohibition against discrimination and harassment:

- Threats, intimidation, hostile acts, ridicule, gestures, or offensive conduct regarding one's protected status.
- Slurs, "slang," derogatory, or other verbal conduct that denigrates or shows hostility or aversion toward an individual.
- Jokes or pranks regarding one's protected status or mimicking speech/accent.
- Oral, written, visual, or electronic material that stereotypes, degrades, belittles, mocks, or shows hostility toward one's protected status.
- Display or circulation of offensive printed, visual, or electronic materials or pictures.

- Unwanted physical contact or sexual conduct of any kind, including flirtations, touching, advances, propositions, or requests for sexual favors.
- Verbal comments of a sexual nature, such as derogatory comments, sexually explicit jokes, sexual innuendo, or comments about a person's body.
- Visual conduct such as leering or staring at one's body parts or making sexual gestures.
- Verbal or physical conduct that is directed at an individual because of their sex or sexual orientation.
- Stereotyping or denigrating terms about a person's physical or mental disability.
- Conditioning a raise or promotion on sexual favors.

This list provides examples and is not all-inclusive. Courteous, respectful, non-coercive interactions between employees that are welcomed by both individuals are not in violation of this policy.

2. Bullying

The City requires employees to treat one another with dignity and respect. The City will not tolerate any degree of bullying behavior. Bullying is an ongoing and deliberate misuse of power in relationships, by one or more individuals, through repeated verbal, physical, and/or social behavior that intends to cause physical, social, and/or psychological harm. It is abusive conduct that may include:

- ~~T~~threatening, humiliating, or intimidating behaviors;
- w~~W~~ork interference/sabotage that prevents work from getting done;
- or v~~V~~erbal or physical abuse.

The following conduct will not be tolerated and are examples of bullying treatment.

- Verbal bullying: ~~,~~ ~~S~~slandering, ridiculing, or maligning a person or their family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; or abusive and offensive remarks.
- Physical bullying: ~~,~~ ~~P~~pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, or damage to a person's work area or property.
- Gesture bullying: ~~,~~ ~~N~~nonverbal gestures that can convey threatening messages.
- Exclusion: ~~,~~ ~~S~~socially or physically excluding or disregarding a person in work-related activities.

3. Protection Against Retaliation

The City forbids retaliation of any kind against employees who, in good faith, report discrimination, harassment, and/or bullying prohibited by any of its policies or against employees who participate in any investigation of such complaints. This means that an employee will not suffer economic harm, including but not limited to a loss of wages or benefits, as punishment for making a good faith report of violations of this policy or for participating in an investigation of such reports. If an employee feels they have been subjected to any form of retaliation, they should report the conduct to the City Administrator. If the City Administrator is the subject of the complaint, the employee should report concerns to the Mayor or the City's human resources representative.

4. Complaint Reporting and Handling

All employees of the City are responsible for helping to enforce this policy against discrimination, harassment, bullying, and/or retaliation. The reporting procedure outlined below should be used by any employee who believes they have been subject to, or have witnessed, workplace discrimination, harassment, bullying, or retaliation. The City's reporting and handling procedure provides for a prompt, thorough, and objective investigation as well as appropriate disciplinary action.

1. The unwanted behavior should be addressed immediately. The employee should tell the offender that the behavior in question is not acceptable, needs to stop, and any repeat of the behavior will be reported. An offender could include another City employee or any other person who~~that~~ interacts with the employee while the employee is at work or performing work for the City. If an employee is uncomfortable confronting the offending individual~~;~~, if the conduct is serious in nature, irrespective of any attempt to tell the individual to stop~~;~~, or if the behavior did not stop upon the employee's request, the employee should immediately report the conduct as outlined below.
2. The City has several options for reporting potential violations of this policy. As soon as possible, any employee who believes they have been subjected to any form of discrimination, harassment, bullying, or retaliation, or has~~have~~ observed or is~~are~~ otherwise aware of such conduct, should provide a written or verbal report to their supervisor or the City Administrator. If the supervisor or City Administrator potentially violated this policy, employees can bring their concerns to the City Attorney. The report should be dated and signed and include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, emails, etc.).

The City endeavors to protect the privacy and confidentiality of all parties involved, but cannot assure complete confidentiality. Confidentiality is maintained on a "need to know basis" to the extent permitted by the circumstances and consistent with the City's obligations to conduct an effective investigation. A timely resolution of each complaint will be reached, and appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination, harassment, bullying, and/or retaliation. Employees are expected to take full advantage of the complaint reporting procedures, as well as any preventive measures or corrective opportunities that the City provides to avoid any discrimination, harassment, bullying, and/or retaliation.

REASONABLE ACCOMMODATION

1. Disability and Religious Accommodations

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities and to individuals whose sincerely held religious beliefs conflict with work obligations, the City will work with employees to provide a reasonable accommodation. A reasonable accommodation is a change or adjustment to the job application process, work environment, or work processes that would make it possible for a qualified individual with a disability to perform the essential functions of the job or an adjustment to the work environment that will allow the employee to comply with their religious beliefs.

An employee who requires an accommodation should contact their supervisor or the City Administrator and request an accommodation. The employee should specify the need for accommodation and that it is requested due to an inability to perform essential job functions or due to a conflict between religion and work. While the employee may request certain accommodations, the City may propose and may decide on an alternative reasonable accommodation. The City will make an individualized assessment and provide employees with a reasonable accommodation, unless doing so would result in an undue hardship to the City or a direct threat to the health or safety of themselves or others that cannot be reduced or eliminated by reasonable accommodation.

2. Pregnancy Accommodation

The City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would~~will~~ cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to their supervisor. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the supervisor will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat, and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

The City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

3. Lactation Accommodation

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The City supports employees who are breastfeeding and is committed to providing reasonable accommodations that allow them to express milk or breastfeed at work, consistent with federal and state law. Any employee who is nursing a child may request a lactation accommodation.

Employees will be provided with a reasonable amount of break time as often as needed to express milk or breastfeed a child. When possible, this time should run concurrently with any paid break periods. If additional time is needed beyond paid breaks, the extra time will be unpaid unless otherwise required by law.

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Supervisors and employees are encouraged to communicate openly to arrange schedules that balance operational needs with the employee's lactation needs.

Employees will be provided with a safe, private, and sanitary space to express milk or breastfeed. This space will:

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- ~~N~~not be a bathroom;
- b~~B~~e shielded from view and free from intrusion by coworkers or the public;
- ~~i~~include an electrical outlet, a chair, and a flat surface for a pump and personal items; and
- b~~B~~e located as close as reasonably possible to the employee's work area.

Employees must be allowed to safely store expressed milk while at work, such as in a personal cooler, insulated container, or designated refrigerator. An employee's regular workspace may be used if it meets the privacy and safety criteria above.

Employees seeking an accommodation should contact their supervisor.

EMPLOYEE SELECTION, COMPENSATION, TIMEKEEPING, AND SCHEDULES

1. Employment Status

Employees of the City are considered **"AT WILL"** and may be terminated with or without cause, absent prior notice, regardless of any clause in this Handbook. Employee wages or salary, benefits, and job duties are affected, in part, by an employee's classification and job title. However, none of the employee classifications creates permanent employment status for any City employee. The primary classes of employees and their respective status are~~is~~ outlined as follows:

Full-Time Employee: Employees whose typical work schedule calls for thirty (30) or more hours of scheduled work during each seven (7) calendar-day payroll period. Full-time employees shall receive employee benefits provided by the City as such benefits now exist or may be subsequently changed.

Part-Time Employee: Any person who works less than thirty (30) hours a week, whose employment is expected to be on a continual basis in a regularly budgeted class or position. Such persons are considered "employees" but do not receive the benefits of full-time employees, nor do they enjoy any appeal rights, unless approved by the City Administrator.

Temporary/Casual/Seasonal Employees: Employees who provide services for the City on a (a) seasonal basis, ~~or~~ (b) temporary basis, or (c) whose scheduled hours of employment for the entity are typically fewer than nineteen and three-quarters (19.75) hours during each seven-calendar-day payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by express written authorization. Employees who average 20 hours or more of work over a six-month period are required to join the PERSI state retirement plan and pay the employee contributions as outlined under PERSI rules.

~~**Paid On-Call Firefighters**: The Ketchum Fire Department is a combination department comprised of full-time staff and paid on-call employees. The paid on-call members of the Fire Department are not covered by this Handbook. A separate handbook sets forth personnel rules for these employees.~~

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Significance of Employee Classification. The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Disciplinary and appeal actions concerning part-time or casual/seasonal and temporary employees are not subject to the guidelines set forth in this Handbook.

Statutory Employees. Appointed officers, pursuant to Idaho Code, are the City Clerk, Treasurer, City Attorney, ~~Chief of Fire Services,~~ and City Administrator. The terms and conditions of employment of these appointed officers are~~is~~ pursuant to applicable Idaho law, employment documentation between the City and the specific individual, or as outlined in this Handbook. Unless specifically agreed to otherwise, these appointed officers are at-will employees.

2. Recruitment and Selection

a. Recruitment and Selection Guides

The City typically uses a competitive hiring process to fill regular full and part-time positions. However, the Mayor, City Council, and/or City Administrator may determine, consistent with business needs, to select staff by whatever employment process deemed reasonable, providing it is consistent with applicable laws.

A Department Head shall notify the City Administrator in writing when a vacancy is anticipated or occurs in the department.

When using a competitive hiring process, vacant positions will be posted to allow external and internal applicants to apply. Typically, positions are posted for a minimum of five (5) consecutive workdays. A workday is defined as days that City Hall offices are open to the public.

b. Transfers at the City's Request

Transfers of current employees may be made at the City's request to satisfy management or operational needs. Additionally, a current regular employee who has gone through the City's competitive hiring

process may be transferred or promoted into a regular position within their own or another department, without having to post the vacancy, provided the employee is qualified for the position and the transfer/promotion is approved by the respective Department Heads and City Administrator.

~~c. Employment Forms to be Completed~~

~~The following pre-employment forms must be completed before an employee may begin work for the City:~~

- ~~Employment application form.~~
- ~~Background check~~
- ~~Drug test, if applicable to the position~~
- ~~CDL Driver's only drug screening~~
- ~~Immigration form (I-9).~~
- ~~Insurance information for self and dependents.~~
- ~~Completion of W-4 Form.~~
- ~~Direct deposit ACH authorization form~~
- ~~Acknowledgement and Receipt of Employee Handbook.~~

~~d.~~c. Employee Personnel Files

The City keeps official employee records ~~for the City shall be kept in the office of the City Treasurer~~in an electronic personnel file. Within these personnel files will be kept ~~all~~ records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City. ~~-~~Materials may be contributed by any supervisory personnel and the employee, as long as the material is relevant to the employee's performance and tenure.

~~e.~~d. Access to Personnel Files

It is the policy of the City to allow limited access to the personnel files as required by law. Based upon the inherent confidentiality of personnel matters, access to other employees' personnel files shall be only with the authorization of the City Administrator, Mayor, City Treasurer, or ~~the~~ City Attorney. Department Heads, or Division Managers, with approval from the Department Head, are authorized to review personnel files of their department.

Information regarding personnel matters will only be provided to outside parties with a release from the employee or, in limited circumstances where the release is deemed necessary, with the concurrence of the City ~~Treasurer who supervises the records~~Administrator and the City Attorney. Each employee shall have the right to review materials placed within their employment file at any reasonable time. Copies of materials within a personnel file are available to each employee without charge. ~~However, personnel files shall not be removed from the premises where they are kept.~~

3. Employee Compensation

a. Compensation and Benefits Approach

The City takes a wholistic approach to~~in~~ providing compensation and benefits. Regarding compensation, the City's aim is for employees to feel valued and financially supported. Regarding benefits, the City's aim is for employees to have an understandable variety of benefits to address varied individual needs. In striving to achieve these aims regarding compensation and benefits, the City evaluates the following components:

- Fiscal responsibility and an acknowledgement that the City has one budget and values long-term financial forecasting to try and create stability for its employees.
- Internally equitable.
- Externally competitive and comparable in the marketplace.
- Recognition for employee contributions, performance, skills, certifications, and accomplishments.

b. Compensation Administration

An employee's rate of pay is based on an assessment of the position, training, experience, and the market for similar jobs. An increase in the wage rate or salary is dependent upon City budget considerations as well as each individual employee's job performance.

New hires will be placed at a salary based on their knowledge, education, and experience as determined by the Department Head with the approval of the City Administrator or designee, provided it is within the approved appropriation for that department.

c. Compliance with State and Federal Pay Acts

The City shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

d. Classification Plan

All employees of the City shall be classified in the position they hold with the City in the following manner:

a. Elected officials.
b. Exempt employees (as defined by the Fair Labor Standards Act "FLSA").
c. Non-exempt employees (as defined by the FLSA).
d. Part-time or casual employees.

e. On Call and Call Back Pay

On-call time refers to time outside an employee's regularly scheduled work hours during which they have concluded their regular shift and have left the worksite yet is expected (1) to be easily reached by telephone, text, radio or pager, (2) is ready and fit to work, and (3) is expected to respond within one hour to a problem or emergency situation. For on call pay, eligible non-exempt employees will be

compensated for two (2) hours of pay at straight time for a twenty-four (24) hour period. On call pay is not considered time worked.

Callback pay refers to unexpected instances when a non-exempt employee is requested to return to work at a time they were not expected to work, or called in to perform work on a day they were not expected to work. Non-exempt employees are guaranteed a minimum of two (2) hours of pay for a call back.

Shift Differential

The City recognizes that some positions require employees to work during evening, night, or weekend hours to meet operational needs and provide essential public services. To acknowledge the impact of these schedules, eligible non-exempt employees who are regularly assigned to work shifts outside of normal business hours will receive shift differential pay at a rate of 5% above their regular hourly rate for all qualifying hours worked.

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Eligibility for shift differential pay is determined by the Department Director based on established work schedules and operational requirements. Occasional or temporary assignments to evening or weekend shifts do not automatically qualify for shift differential pay. When applicable, shift differential pay will be included in the calculation of overtime consistent with the Fair Labor Standards Act. Department Directors are responsible for ensuring accurate recording of shift differential hours, and questions regarding eligibility or application of this policy should be directed to Human Resources.

f. Right to Change Compensation

The City reserves the right to change general compensation through the budget process for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.

g. Wage Payment and Overtime

The FLSA requires all employees to be classified according to the provisions of the law. Therefore, for purposes of paying any compensation, all employees are classified as either “Exempt” or “Non-Exempt.” Exempt refers to employees who are not covered by and are “exempt” from the FLSA’s overtime requirements.

Regular employees who are non-exempt under the FLSA and applicable state wage and hour laws are eligible for either overtime pay or compensatory time at a rate of one and one-half times their regular hourly rate for actual hours worked in excess of forty (40) hours in one FLSA work week. Temporary non-exempt employees are eligible to earn overtime but are not eligible to earn compensatory time. As a condition of employment, the City retains sole discretion to provide non-exempt employees with compensatory time off in lieu of cash overtime.

Part-time non-exempt employees are not eligible for overtime pay or compensatory time until they have worked over 40 hours in their FLSA work week.

Employees who serve as sworn law enforcement officers ~~and as fire fighters~~ will be subject to special exceptions found in the FLSA (See 207K).

According to the FLSA, only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Therefore, the City will not count paid leaves of absence, such as vacation or any other time for which the employee is compensated but does not actually perform work when computing hours worked in a work week, unless specifically outlined in this Handbook.

h. Extra Hours

When required by heavy work demands or customer service needs, the City can require any employee to work extra hours. The City will attempt to give at least one day's notice when extra hours must be worked, but reserves the right to require any employee, exempt and non-exempt, to work extra hours when the need arises.

i. Overtime/Compensatory Time Authorization and Use

Employees shall seek and receive authorization from their supervisor prior to working overtime or accumulating compensatory time. Employees are expected to seek prior approval from their supervisor to use compensatory time. The supervisor shall allow an employee to use the employee's accrued compensatory time within a reasonable amount of time after requested, provided such use does not unduly disrupt the operation of the department or work unit.

j. Compensatory Time Eligibility and Accrual

Non-exempt regular employees are eligible to accrue compensatory time but are not authorized to accrue more than 6~~8~~0 hours of compensatory time during a fiscal year. Non-exempt employees who have accrued 6~~8~~0 hours of compensatory time shall be paid for any additional hours worked in accordance with the City's overtime procedures. Employees must use their compensatory time before using accrued vacation.

Exempt regular full-time employees, other than Department Heads, may accrue compensatory time at the rate of one hour for each hour worked in excess of their standard workweek, not to exceed 40 hours. Compensatory time for exempt employees is a discretionary benefit offered by the City and is not required under the FLSA.

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Regardless of the accrual limit, exempt employees are expected to work the hours necessary to fulfill their job responsibilities. Compensatory time for exempt employees does not constitute an entitlement and may be modified or discontinued by the City at any time.

k. Payoff of Accrued Compensatory Time

All non-exempt employees' unused, accrued compensatory time balances~~,~~ in excess of forty (40) hours shall be paid down toward the end of each fiscal year. No payment shall be made for the first 40 hours of accrued compensatory time until separation of employment or as allowed in this policy.

Employees promoted from non-exempt to exempt positions shall be paid for accrued compensatory time prior to their promotion. Non-exempt employees shall be paid for all accrued compensatory time when:

- ~~C~~changing to a lower paying position and/or
- ~~C~~changing departments or funds.

There is no monetary value associated with compensatory time for exempt employees, and it will not be paid out during employment or upon separation.

l. Workweek

The City designates all employees ~~(except shift firefighters)~~ FLSA workweeks to be 12:00 a.m. Saturday through 11:59 p.m. Friday. 9/80 schedules are not permitted for exempt or non-exempt employees. The FLSA workweek has been designated by the City and it shall not be changed for the purpose of avoiding overtime payment. ~~Shift firefighter's workweek is as defined in the collective bargaining agreement.~~

m. Trading Shifts

A Department Head may allow employees to trade shifts if it will not create an overtime situation in terms of hours worked and provided that~~:~~ (a) it is voluntarily agreed to by both employees and (b) it is at the employees' request.

n. Volunteered Time

Non-exempt employees of the City shall not "volunteer" time for the purpose of avoiding overtime.

o. Working Out of Classification

Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.

The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and the immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of thirty (30) calendar days. Pay will be retroactive to the first day those duties were assumed.

Working out of classification compensation for employees shall be allowed only after written recommendation of the Department Head and concurrence by the City Administrator. For employees who are asked to work out of classification as a Department Head, the City Administrator shall recommend a proposed salary adjustment to the Mayor for approval. Recommendation and designation shall be accomplished prior to the assumption of the higher classification of responsibilities.

The employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%), whichever is higher.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustment and step increases, if the out of classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

4. Reporting and Verifying Time Records

It is the responsibility of each non-exempt employee to properly record the time that they worked during a payroll period. Each time sheet shall bear the electronic signature of the employee with a statement verifying its accuracy and a counter approval signature by a supervisor indicating that the hours claimed were actually worked. By recording clock in and clock out times and/or by diligently recording any deviations from their regular work hours on their time record, employees are certifying that their time record accurately reflects their hours worked and absences. Failure to carry out these duties may result in a delay ~~in~~of payment and disciplinary action.

5. Pay Periods

Each employee is paid every two (2) weeks, and the regular payday is every other Friday. If the payday falls on a holiday, the payday will occur on the first business day preceding the holiday.

6. Hybrid Work

Hybrid work is when an employee splits their work week or workday between working at a designated onsite City location and their home or another pre-approved offsite location. Hybrid work is meant for unique personal circumstances, requires supervisor approval, and is typically for limited periods of time. There are some City positions that do not align with hybrid work with the main determination being whether all essential job duties can be effectively and safely performed offsite through remote access to the City's technology systems.

Employees that believe they need hybrid work must provide their supervisor:

- ~~A~~a verbal or written request with the reason to perform hybrid work;
- ~~T~~the duration and schedule related to the requested hybrid work; and
- ~~A~~any other relevant information that the employee believes is relevant and/or as the supervisor requests.

If the supervisor approves hybrid work, the employee and supervisor will monitor the hybrid work arrangement to ensure it meets the needs of the City. All relevant City policies and procedures apply to hybrid work. Hybrid work can end at the supervisor's discretion based on the needs of the department and/or the City.

If an employee is denied hybrid work or is informed that a hybrid work arrangement is ending, the employee may request a review of the situation from the supervisor and City Administrator. Ultimately, the decision of the supervisor and City Administrator on the situation is the final determination.

Internet, office set-up, and travel costs, including mileage to and from the employee's work responsibilities while performing hybrid work, are ineligible for reimbursement.

Employees are responsible for maintaining their hybrid workspace in a safe condition. Employees are responsible for determining any tax implications, if any, related to maintaining a hybrid workspace.

7. Flexible Schedules and Workweeks

Each City department establishes the work schedules for employees assigned to that department. Because the nature of the work varies across the City, starting and ending times vary according to the needs of individual departments. Consequently, employees may be assigned to begin and/or end their workday outside of the typical 8:30 a.m. to 5 p.m. Monday through Friday schedule. Additionally, employees may be assigned to work a compressed schedule, or begin and/or end their workweek on a Saturday or Sunday.

Business needs permitting, departments may also offer a flexible work schedule or compressed work schedule to accommodate personal, family, and other obligations. The City permits employees to have flexible schedules and compressed work schedules when such schedules align with the City's and department's business needs.

a. Flexible Schedule and Compressed Schedule

A flexible schedule is a schedule that allows employees to start or end their workday outside the typical 8:30 a.m. to 5 p.m. Monday through Friday work schedule.

A compressed schedule allows employees to work the equivalent of a full 40-hour work week in fewer than five days.

b. Approval Process

Employees who would like to work a flexible schedule and/or compressed workweek shall make their request verbally or in writing to their Department Head or designee. Whether an employee's request is granted is at the discretion of the department in consultation with the City Administrator. Employees' requests for flexible schedules are evaluated on a case-by-case basis and may not be feasible in some departments or for certain positions.

When evaluating an employee's request, the following factors should be considered:

- ~~N~~nature of the employee's responsibilities;
- rReasons for the employee's request;
- s~~S~~taffing levels required to maintain service and production levels;
- ~~D~~department's capacity to handle changing workloads;
- ~~E~~employee's work record, including punctuality, reliability, productivity, and ability to meet deadlines;
- ~~P~~potential for an increase in the department's overtime/compensatory time numbers;
- ~~E~~employee's willingness to depart from a flexible schedule when needed;
- sSeasonal or cyclical changes in workloads might restrict the ability to grant flexible schedules during certain times of the year; or
- o~~O~~ther business needs.

Departments are responsible for ensuring flexible schedules are granted in a manner that does not violate the city's Equal Opportunity Employment responsibilities.

If a department is unsure of how a flexible schedule will affect their operations, the department can approve a flexible schedule for a limited period, so they can evaluate whether the flexible schedule interferes with or hinders a business need.

If an employee's request for a flexible schedule is approved, the department shall document the new schedule and its effective date and notify the City Clerk.

As discussed and agreed to between an employee and supervisor, employees may take paid breaks lasting 15 minutes or less, or unpaid meal breaks lasting 30 minutes or more. The agreed upon schedule should align with the needs of effectively providing services and balancing an employee's need for breaks/meal periods during a workday. The City does not expect an employee to adjust their regular work schedule in order to accommodate the taking of a break.

c. Cancelling a Schedule

There is no right to a flexible schedule. The City retains the right to cancel or suspend a flexible schedule. If the timeframe for canceling the flexible schedule is not mutually agreed upon between the department and the employee, the department shall provide the employee with notice at least ~~ten~~ thirty (3~~1~~0) calendars ~~business~~ days prior to canceling the flexible schedule. This timeframe may be shortened based on a stated emergency. ~~.~~An employee whose flexible schedule is cancelled or suspended can appeal that decision to the City Administrator within five (5) days of being informed of the cancellation or suspension.

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d. Supervisor Review

Supervisors are expected to periodically evaluate how an employee's flexible schedule affects the employee's productivity, leave usage and accruals, the number of overtime or compensatory hours worked, holiday pay, and on-call/call-in pay.

Departments can require an employee adjust their work hours, within the parameters of applicable wage and hour laws and City policies and regulations, to ensure the employee does not work over 40 hours within their FLSA workweek, creating an overtime/compensatory time liability for the City.

e. Other Considerations

Non-exempt employees are not restricted from working hours or days outside their approved flexible schedule, providing all alterations to their approved schedule, including hours worked over 40 in the employees FLSA work week, are approved in advance by the employee's supervisor and meet the requirements of the City's wage and overtime requirements. Non-exempt employees can be required to depart from their flexible schedule to work overtime hours.

Exempt employees are expected to work as needed to meet business needs; therefore, a flexible schedule does not restrict exempt employees from working outside their approved schedule, including a flexible schedule.

Flexible schedules resulting in employees regularly working more than 12 hours per day are not permitted unless agreed to by the employee and supervisor and approved by the City Administrator.

As outlined in the Holiday policy, flexible schedules that consist of working more than 8 hours in a day do not change the amount of holiday pay an employee receives.

EMPLOYEE LEAVE, HOLIDAYS, AND BENEFITS

The City offers a number of employee benefits for full-time employees only. These benefit offerings are subject to change or termination at~~in~~ the sole discretion of the City Council or the City Administrator. If a program is terminated and not replaced with comparable benefits, participants will be notified. In some cases, there may be a waiting period before coverage begins. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works. ~~-~~For information on these, consult the applicable benefits booklet or contact your supervisor or the City Administrator.

1. Annual Vacation Leave

a. Full Time Employees

Vacation leave is available to full-time employees who have completed the equivalent of six (6) months of full-time employment. Each full-time employee~~, except shift work assigned firefighters, who completes thirty (30) consecutive days of employment with the City~~ accrues paid annual leave according to the length of such consecutive employment as follows:

YEARS OF SERVICE	VACATION ACCRUAL
Up to two (2) years of continuous service	8 hours a month/96 hours a year
Two (2) years, but less than five (5) years of continuous service	10 hours a month/120 hours a year
Five (5) years, but less than ten (10) years of continuous service	12 hours a month/144 hours a year

Ten (10) years, but less than fifteen (15) years of continuous service	14 hours a month/168 hours a year
Fifteen (15) years, but less than twenty (20) years of continuous service	16 hours a month/192 hours a year
Twenty (20) years of continuous service or more	20 hours/240 hours a year

~~i. Shift Work~~

~~Shift work firefighters shall accrue vacation leave in accordance with the effective Collective Bargaining Agreement.~~

b. Accrual Limits

The maximum accrual for regular, full-time employees is 300 hours.

An employee shall receive supervisor approval to take vacation time. Whenever possible, vacations are scheduled as requested by the employee, subject to the City's needs in ensuring proper service coverage and in balancing the various requests of employees. For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that service is continuous with no separation longer than six (6) months or the separation is (1) due to military service, (2) a written approved leave of absence, or (3) covered under conditions of reinstatement. ~~For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that such service is continuous with no separation longer than six (6) months, or military service, or on written approved leave of absence or under conditions of reinstatement.~~

Upon separation from employment, after six (6) months' continuous service, all employees shall receive a lump-sum payment for earned, but unused, vacation leave at the hourly rate of pay for the employee's grade and step. Nonexempt employees also receive a lump sum payment for unused compensatory time. Where possible, such payment, in addition to the regular salary payment, shall be made to the employee on the regular payroll immediately following the employee's termination. In the event of an employee's death, payment for accrued vacation leave shall be made to the employee's estate.

2. Holidays

Twelve official holidays are provided for full-time employees. A paid holiday is computed at the employee's regular rate of pay. A paid holiday in which the employee does not work shall be considered time worked for the purpose of overtime or compensatory time calculations for non-exempt employees.

Employees who have full-time active status on the date of any holiday shall receive compensation for that day, even though they do not work on the holiday, as long as the holiday falls on the employee's regularly scheduled workday. The City Administrator, as necessary, may change the holiday schedule at any time.

Eligible holiday hours for regular employees equate~~s~~ to 8 holiday hours for employees working 30 or more hours per week. If a non-exempt employee is typically scheduled to work more than 8 hours, such as a 4/10 shift, in order to not receive a reduction in pay, the employee may account for the excess scheduled hours by:

- ~~U~~using accrued vacation;
- ~~U~~using accrued compensatory time;
- ~~F~~flexing their schedule within the same FLSA workweek with supervisor approval; or
- ~~T~~taking leave without pay.

For example, if a full-time employee is regularly scheduled to work 10 hours and is eligible for an 8-hour holiday, the employee has the option of accounting for the remaining two hours by using vacation, compensatory time, taking leave without pay, or by working two additional hours within the same FLSA workweek with prior supervisor approval. Supervisors are encouraged, if business needs allow, to accommodate an employee's request to flex a work schedule. Sick leave shall not be used to make up the extra hours.

If a holiday falls during an employee's vacation, the holiday will not count as a vacation day.

Employees shall not be compensated for unused holidays upon separation of employment.

a. Holidays Falling on Days Off

Generally, for employees who work Monday through Friday, holidays falling on Saturday are observed on the preceding Friday and those falling on Sunday are observed on the following Monday. However, when a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the employee shall receive straight compensatory time for the number of eligible holiday hours allowed.

b. Working on a Holiday

If a non-exempt employee is required to work on a holiday, the employee will receive 1.5 times the normal hourly rate for all hours actually worked on the holiday, plus 8 hours of holiday pay. At the employee's discretion, the holiday hours may be awarded in compensatory time.

c. Recognized Holidays

New Year's Day	Labor Day
Martin Luther King, Jr./ Human Rights Day	Veteran's Day

President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Additional holidays may include~~In addition,~~ those~~any day~~ appointed by the President of the United States, ~~or by~~ the Governor of the State of Idaho, or the Mayor of Ketchum~~. for a holiday.~~

3. Leave

a. Sick Leave

Qualified employees begin to earn sick leave at the completion of the first full month after the date of hire. Full-time employees accrue sick leave benefits at the rate of 9 hours for each calendar month of continuous employment. Part-time employees and seasonal employees do not earn sick leave benefits. Employees do not earn sick leave benefits during any portion of a leave when they are not receiving their regular wages.

Sick leave may be used for the employee and when the employee is attending to their immediate family members. Sick leave can be used for the following reasons:

- Illness or injury
- Health care visits
- Mental and emotional health needs
- Preventative self-care

When a business need arises regarding the use of an employee's sick leave, the City may request medical certification from the employee. Employees may be required to present a fitness-for-duty release from their health care provider prior to returning to work. Employees are subject to disciplinary action for using sick leave in a manner that is not consistent with this policy.

Employees who know in advance that they need to use sick leave shall provide their supervisor with as much notice as possible. If an emergency or sudden illness prevents ~~the~~ advanced notification, notification shall be provided as soon as possible.

Employees that use sick leave for reasons that qualify under the Family and Medical Leave Act (FMLA) shall comply with the FMLA's procedural requirements addressed in the Family Medical Leave section.

Upon supervisor review and approval, a non-exempt employee may be entitled to compensatory time in a workweek where the employee takes sick leave and also works outside of their regular hours of work. This provision may also apply to other approved special circumstances.

All sick leave shall be forfeited at the time of separation from service, and no employee shall be reimbursed for accrued sick leave at the time of separation. H~~; h~~owever, if the employee is reinstated to service within ninety (90) days after the date of separation, all sick leave credits accrued at the time of separation shall also be reinstated.

Notwithstanding the above, employees with a minimum of ten (10) years of service qualify for a payment for a portion of their accumulated sick leave at the time of separation. This payment is computed as follows:

- Retirement after ten (10) years of continuous employment:
  - Cap of 1,080 hours or fifty (50) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after fifteen (15) years of continuous employment:
  - Cap of 1,620 hours or seventy-five (75) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after twenty (20) years of continuous employment:
  - Cap of 2,200 hours or one-hundred~~100~~ (100) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.

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At the election of the employee, this payment can be ~~either~~:

- a~~A~~ cash payment to the employee, a cash payment deposited directly into the employee's 401k or other qualified retirement savings plan, or a combination of both (up to the qualifying limits)~~; , or~~
- ~~U~~used to pay for a continuation of the City's Medical/Dental Insurance coverage for that employee and/or their family as proscribed by COBRA~~; , or~~
- ~~U~~used to pay the premiums for some other Medical Insurance Plan for which that employee and/or their family qualify~~;~~ or
- ~~D~~deposited directly into a qualifying Health Savings Account (HSA) type of Medical Insurance Plan (up to the qualifying limits).

b. Bereavement Leave

Up to three (3) days of additional paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers, and sisters). This time off may be used to arrange for and attend a funeral or memorial service and to attend to other family matters. Additional leave may be granted from accrued vacation and/or sick leave. When there are unique circumstances related to bereavement leave and the employee needs additional time off, the employee should confer with their supervisor and the City Administrator.

c. Leaves of Absence

The City Administrator, after recommendation by the supervisor, may grant up to fifteen (15) days of unpaid leave for any justifiable purpose when the employee's vacation and sick leave have ~~has~~ been exhausted. An employee may request, in writing, an unpaid leave of absence for up to fifteen (15) days. However, no employee is guaranteed a leave of absence. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

Because of fluctuating City needs, the City cannot guarantee reemployment when an employee's leave of absence expires. If the employee's position or comparable position is not available, the employee's name will be placed on a hiring list, and they will be considered for future vacancies if the employee meets the qualifications.

d. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

Employees receiving a jury summons or a summons to appear as a witness in a court proceeding should immediately advise their supervisor so arrangements can be made to accommodate the absence. In recognition of performing the responsibilities of a citizen, leave will be granted to full-time employees called to jury duty or to serve as a court witness. Full pay will be provided during the first three days of service. The City will pay the difference between the income employees receive from a scheduled forty (40) hour work week and the compensation received for jury duty, excluding mileage compensation. After the first three days, employees may elect to use accrued vacation time or an unpaid leave of absence. Special allowance may be made by the City Administrator upon a showing of inordinate hardship.

If employees are dismissed from jury duty before the end of the workday, they must report to their supervisor for instructions on whether to return to work for the remainder of the workday.

In the event ~~that~~ the commitment to a trial may last for an extended period of time, employees must notify their supervisor. Jury duty for an exceptionally long duration may be compensated upon the discretion of the City Administrator.

e. Military Leave

A paid leave of absence will be granted to employees who are members of the National Guard, military reserves, or other uniformed services to participate in ordered and authorized field training, subject to a maximum number of fifteen (15) working days per calendar year. This paid military leave will not affect an employee's vacation or sick leave accruals.

The City will comply with all applicable federal and state laws related to military leave, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). If paid leave is not available, employees who are required to attend annual military training, extended active duty, or other qualifying military service may take the time as either regular vacation or unpaid leave. Employees are expected to provide advance notice of military duty and official documentation of orders when available.

Upon completion of military service, employees will be reinstated to their former position or a position of similar seniority, status, and pay, consistent with the requirements of USERRA.
~~A paid leave of absence will be granted to participate in ordered and authorized field training, subject to a maximum number of days as set by the Department Head. The City will comply with the provisions of applicable federal and state laws related to leaves of absence for military service. If paid leave is not available, employees who are required to attend annual military training or other active military duty may take the time as either regular vacation or unpaid leave.~~

f. Compassionate Leave

Employees may donate leave time to any City employee who has exhausted their vacation down to 32 hours, sick leave, ~~and~~ or compensatory time and who requires absence from work due to illness or injury in accordance with FMLA. The following applies to donations:

- Donations may be made in a minimum of 1 (one) hour increments. For every hour of sick, vacation, or compensatory time donated ~~by the donor~~, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 120~~44~~ hours of sick leave for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with FLMA.
- An employee who returns to work either on a limited duty or on a part time basis may continue to use the donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened, ~~or~~ coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- Donated time shall not count towards any leave cash out or conversion to retirement upon the employee's separation from the City.
- The employee's Department Head must approve the use of compassionate leave.

g. Parental Leave

The City recognizes that it is in a unique position to be a model for other government organizations. As such, in an effort to provide an opportunity for parents to bond and welcome a new child to their family, the City offers paid parental leave.

Parental leave is available to regular, full-time employees, regardless of gender.

Employees become eligible for parental leave on the first day of the month following 6 months of regular employment. The leave may be used only for the birth of the employee's natural child or adoption of a child (up to the age of 18 years old) in order to promote bonding with the child. When an employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA (please refer to the Family and Medical Leave policy for details). Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an employee's natural child or the legal placement of a child with an employee for the purposes of adoption. The maximum amount of paid parental leave is six (6) work weeks. However, employees may be eligible for additional leave, such as Family and Medical Leave, which may be paid or unpaid as outlined in that policy.

Parental leave may be taken in a single, continuous block of time or in one workday increments. However, employees are only eligible for parental leave ~~one time~~once in the 12 months following the birth/adoption date.

The employee's actual workweek counts as a week of leave regardless of the number of hours worked.

Parental leave shall be requested at least 30 days prior to the child's anticipated due date/adoption date, absent any unforeseeable circumstances.

4. Benefits

The City, through the City Administrator, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as law otherwise requires.

a. Benefits for ~~Part-time or~~ Casual/ Seasonal Employees

C~~Part-time or c~~asual/ seasonal employees shall only receive Worker's Compensation Insurance and hours worked.

b. Insurance Coverage

The City provides health, vision and dental insurance to employees who are hired to work 20 or more hours per week. The plan document and other benefit information outlines the cost of health care coverage. ~~full-time employees and offers family coverage at the employee's option.~~ Insurance coverage begins on the first day of the month following the start of employment with the City. All coverage is subject to policy terms and ~~to~~ change~~s~~ at any time. Claims procedures are administered by the City Treasurer's Office.

Limited life insurance coverage and limited disability programs may be provided to full-time employees. Questions regarding the terms of these programs should be directed to the City Treasurer.

Worker~~'~~s~~'~~ Compensation insurance covering job-related injuries is provided for all employees. Questions about ~~w~~Worker~~'~~s~~'~~ ~~c~~Compensation insurance should be directed to the City Treasurer's Office.

c. Retired Employee's Health Insurance

The City offers health insurance to retired employees under the following conditions and eligibility rules:

1. An employee must be a full-time, active employee of the City and enrolled under the III-A plan for a period of at least one year prior to being eligible for the benefit. Elected officials are excluded from coverage.
2. Attain the Rule of 80/90 as defined by PERSI (For purposes of the definition of the Rule of 80/90 the PERSI definition applies, notwithstanding whether an employee is participating in PERSI, or
3. An employee may retire early if:
    a. Employment ends ~~employment~~ after meeting the minimum age requirement~~,~~ and

b. Employee has at least 60 months of full-time employment with that employer or 60 months of credited service, whichever applies.

4. Minimum Age Requirements for ~~E~~early ~~R~~retirement
   a. General members: ~~—~~The minimum retirement age for general members is 55. Employees may retire the first day of the month following the month they turn 55.
   b. Public Safety Officers: ~~—~~The minimum retirement age for public safety officers (police/firefighters) is 50. Employees may retire on the first day of the month following the month they turn 50.
   c. Members with Mixed Service who have accrued service credit as both a general member and as a public safety officer have mixed service. The minimum retirement age for someone with mixed service will be between the ages of 50 and 55.
5. There can be no lapse in coverage. The employee must transition from active to retiree status with no lapse in coverage. If they leave the plan after their employment ends for any length of time, they are no longer eligible for retiree coverage.
6. Survivor Benefits are also extended to ~~retirees~~retirees' dependents. If a retiree passes away while covered under the III-A, their covered spouse and dependents are allowed to remain on the III-A plan until the spouse becomes Medicare eligible. As previously stated, there cannot be a lapse in coverage.
7. When a retiree reaches the age of 65 and is termed from the plan, their covered spouse and dependents are also termed from the plan.
8. These rules also apply to ~~the~~ vision and dental plans, if applicable.

d. Retirement

The retirement plan of the City combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA)~~).~~. PERSI charges a percentage of an employee's gross salary, which is presently exempt from the Federal and State income taxes, and the City matches this with an additional larger contribution. Contact the City Treasurer for further information.

e. Education Assistance

The City offers employees financial assistance with their education. Education assistance applies towards college courses, certificate programs, and professional/technical badges. All of these categories are considered Professional Development. -Education assistance is guided by the following:

- Professional Development must directly relate to the employee's present or potential promotional assignment within the City.
- Departments must have sufficient budgetary resources prior to approval. The a~~A~~bsence of budgeted funds is a reason for the denial of the request.
- If approved, the City shall reimburse the cost of the Professional Development opportunity.
- To participate in the City's Education Assistance program, an employee must submit a request to their supervisor and obtain approval from the Department Head prior to enrolling in the Professional Development opportunity.
- The employee must submit evidence of satisfactory completion of the Professional Development opportunity.
- The employee shall refund the City a proportional amount of the Professional Development opportunity if the employee terminates employment or is terminated for cause within two (2)

calendar years of completion of the approved course. To determine the prorated amount, the approved cost of the Professional Development opportunity will be divided by twenty-four (24) months, and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

All employees who pursue professional certification (i.e. paramedic licenses, Police Academy, Water and Wastewater Operator's License, etc.) and who participate in the Education Assistance program, at the City's Expense, will be required to accept the following reimbursement schedule if the employee voluntarily leaves employment with the City.

Date of Separation	% of Reimbursement
Up to 12 months from receiving assistance	100%
12-18 months from receiving assistance	50%
18-24 months from receiving assistance	25%

f. Miscellaneous Benefits

In addition to the benefits listed above and on the previous pages, other miscellaneous benefits are available to full-time regular employees. The City may offer miscellaneous benefits to its employees in accordance with the policies or other documents which establish the programs.

g. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

FAMILY AND MEDICAL LEAVE (FMLA)

1. FMLA

The City complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

2. Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- ~~H~~have worked at least twelve (12) months for the City;
- ~~H~~have worked at least 1,250 hours for the City over the twelve (12) months preceding the date the leave would commence; and.
- c~~C~~urrently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

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The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

3. Reasons for Leave

Employees can use this leave for the following reasons:

- ~~T~~to care for the employee's child within the first year after birth or placement for adoption or foster care (if the leave is for a child of spouses that both work for City of Ketchum and are eligible for FMLA leave, the spouses can take a combined total of 12 weeks of FMLA leave);
- ~~T~~to care for a family member with a serious health condition;
- ~~F~~for an employee's own serious health condition which makes the employee unable to perform any of the essential functions of the employee's position; ~~or~~
- f~~F~~or employees with a spouse, child, or parent in the military~~,~~ to attend to a "qualifying exigency;" or
- ~~T~~to care for a spouse, child, parent, or next-of-kin who is a covered service member of the armed forces and suffered a serious injury or illness that was incurred or aggravated in the line of duty ("military caregiver leave").

Employees may take up to 26 weeks of unpaid time off in a single 12-month period for military caregiver leave, beginning on the first day of leave. Up to 12 of those weeks may be for a reason other than military caregiver leave.

Important Definitions

- Family member: ~~means~~ a parent, spouse, or child.
- Parent: ~~means~~ the biological parent of an employee or an individual who had parental responsibility for an employee when the employee was a child.

- Child: ~~means~~ a biological, adopted, or foster child~~;~~ ~~a~~ stepchild~~;~~ ~~a~~ legal ward~~;~~ or a child for whom the employee has parental responsibility and who is either under 18 years of age or older than 18 and incapable of self-care because of a mental or physical disability.

Qualifying exigencies include:

- ~~A~~advance notice of military deployment of 7 days or less (for which employees can take up to 7 days of FMLA leave);
- s~~S~~hort-term rest and recuperation leave (for which employees can take up to 15 days of FMLA leave);
- ~~M~~making childcare arrangements for the military member's child;
- ~~A~~attending certain military ceremonies and briefings; and
- ~~M~~making financial or legal arrangements to address a military member's absence.

Other Types of Leaves

Any leave taken under this policy may run concurrently with leave taken under applicable state law where the statutes allow for leave for the same reasons.

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Leave under this policy used for military caregiver leave will run concurrently with any other military leave the employee is eligible for.

Employees may substitute any unused paid time off for while taking FMLA leave if the reason for FMLA leave also qualifies for paid time off. However, during any part of FMLA leave when an employee is receiving disability, ~~w~~Workers' ~~c~~Compensation, or paid family leave benefits, available paid time off can only be used to supplement those benefits if the employee and the City mutually agree, and state law permits that. The substitution of paid leave for unpaid FMLA leave does not extend the length of the FMLA leave period.

Leave Usage

Employees must generally take FMLA leave in full-day increments, but they can take leave on a reduced schedule or intermittently in some circumstances, including when the leave is related to:

- ~~A~~a medical necessity due to a chronic serious health condition;
- a~~A~~ medical necessity due to an expected medical treatment of a serious health condition;
- a~~A~~ medical necessity related to a covered service member's serious injury or illness;
- a~~A~~ qualifying exigency related to covered military service; or
- t~~T~~he birth, adoption, or foster placement of a child (if approved by the Organization).

For incremental leave or reduced schedules, employees must take leave in at least one-hour increments.

Notice

Employees must provide at least 30 days' notice of their need to take leave if the need is foreseeable. Otherwise, they must provide as much notice as practicable. Employees must try to schedule planned medical treatments to not disrupt City operations. If the leave is for a qualifying military exigency, employees must provide notice as soon as practicable, whether the need for leave is foreseeable or not.

Failure to comply with these rules may result in deferral of leave until the employee complies with this policy. If an unforeseen need for leave arises, employees must follow the City's standard absence notice procedures, unless unusual circumstances prevent the employee from doing so.

Documentation

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The City may request that employees provide certification of leave within 15 days of their request for leave unless that's impracticable in the circumstances. If the City determines a medical certification is incomplete or insufficient, the City will provide the employee with written notice of the deficiencies, and the employee will have 7 days to provide complete information. If the employee does not provide the requested information within that time frame, the City may deny the leave request.

If the leave is needed to care for a sick child, spouse, or parent, employees must provide a certification from a health care provider that states~~:~~ (1) the date the serious health condition started,~~;~~ (2) an estimate of how long the condition will last,~~;~~ (3) the estimated amount of time the health care provider will provide care,~~;~~ and (4) a confirmation that the family member needs the employee's help.
If the leave is needed for an employee's own serious health condition, they must provide certification from a health care provider that states~~:~~ (1) the date the serious health condition started, ~~;~~(2) an estimate of how long the condition will last, ~~;~~and (3) that the employee is unable to perform their

essential job functions because of the serious health condition. If the City has reason to doubt the truth of the certification, it may require, at its expense, a second opinion from a health care provider designated by the City. If the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtains~~get~~ the opinion of a third health care provider designated or approved by the City and the employee. The opinion of the third health care provider will be final and binding.

The City may also request medical certification for other leave-qualifying reasons if not prohibited by applicable law. The City requires certification from an employee's health care provider that the employee is fit to return to work. Failure to provide this certification will result in the denial of reinstatement until the certificate is obtained. If employees don't provide the certification within 3 business days after the employee's scheduled return date, they will be considered to have voluntarily resigned. The City may ask for recertification from the employee's health provider. For example, if an employee's medical condition lasts longer than 1 year, the City may request a new certification from the employee's health care provider every 12 months. If an employee is absent from work due to an ongoing medical condition covered under this policy, the City may ask for a new certification from the employee's health care provider every 6 months.

Leave Calculation

Only the amount of leave taken may be counted against an employee's FMLA leave. Where an employee takes FMLA leave for less than a full workweek, the amount of FMLA leave used is determined as a proportion of the employee's actual workweek. The amount of FMLA leave taken is divided by the number of hours the employee would have worked if the employee had not taken leave of any kind (including FMLA leave) to determine the proportion of the FMLA workweek used. For example, an employee who normally works 30 hours a week but works only 20 hours in a week because of FMLA leave would use one-third of a week of FMLA leave. The City may convert the FMLA leave usage into hours so long as it fairly reflects the employee's actual workweek.

Leave under this policy is calculated on a rolling 12-month basis, measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months. This method ensures that no more than 12 weeks of leave are available within any 12-month period (or 26 weeks for military caregiver leave).

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Time that an employee is not scheduled to report for work may not be counted as FMLA leave. If the City temporarily stops business activity and employees aren't expected to report for work for 1 or more weeks (for example, a school that closes 2 weeks for the winter holiday, or a plant that closes for a week for repairs), the days the business activities have stopped don't count against the employee's FMLA leave.

When a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day. When an employee's schedule varies so much that the City is unable to determine how many hours the employee would have worked during the week the employee takes FMLA leave, the City may use a weekly average to calculate the employee's FMLA leave entitlement. The weekly average is determined

by the hours scheduled over the 12 months prior to the beginning of the leave and includes any hours for which the employee took any type of leave.

Required overtime hours that are not worked by the employee because of an FMLA-qualifying reason may be counted as FMLA leave. However, voluntary overtime hours not worked due to an FMLA-qualifying reason may not be counted as FMLA leave.

Checking In

If an employee takes FMLA leave because of their serious health condition or to care for a family member, they must contact the City periodically regarding the status of the condition and their intention to return to work. Employees must also give notice as soon as they can (within 2 business days if feasible) if the dates of leave change, are extended, or initially were unknown.

Other Information

The City will never retaliate against employees for requesting or taking FMLA leave. Employees have the right to return to the same position they had before they took leave or an equivalent position with the same pay, benefits, working conditions, privilege, status, duties, and responsibilities, subject to any exceptions under the law. Employees will be able to continue participating in any health benefit plan while on leave but must continue to pay their portion of the insurance premium. In some instances, the City may recover premiums paid to maintain health coverage for employees who fail to return to work following FMLA leave. Employees will not accrue any paid leave while taking FMLA leave.

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~~To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:~~

- ~~The birth of a child or placement of a child with the employee for adoption or foster care.~~
- ~~To care for a spouse, child or parent who has a serious health condition.~~
- ~~For a serious health condition that makes the employee unable to perform the essential functions of his or her job.~~
- ~~For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.~~
- ~~To care for a covered service member with a serious injury or illness.~~

~~4. Amount of Leave~~

~~An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.~~

~~An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.~~

Eligible spouses who both work for the City may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member). Employees should also refer to the City's Parental Leave and short-term disability policies for potential leave benefits and to learn how Parental Leave and short-term disability interacts with FMLA leave.

5. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

6. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department supervisor or City Administrator or designee.

When the need for the leave is foreseeable, the employee must provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the City Administrator or designee will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

7. Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the City Administrator or designee will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

8. Employee Status and Benefits During Leave

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employees continue to accrue vacation and sick leave while in a paid status. Vacation and sick leave do not accrue when an employee's FMLA leave is unpaid.

9. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the City's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

10. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member may use accrued paid leave and compensatory time during FMLA leave.

Leave for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

An employee who is using military FMLA leave for a qualifying exigency may use all accrued paid leave and compensatory time during FMLA leave. An employee using FMLA military caregiver leave may use all accrued paid leave and compensatory time during FMLA leave.

11. Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

FAMILY AND MEDICAL LEAVE – MILITARY RELATED

The following addresses Family and Medical Leave (FMLA) for eligible employees when the employees' circumstances qualify for leave due to a spouse, child, or parent being called up for or on active duty in the Armed Forces, or to care for a servicemember who is their spouse, child, parent, or next of kin and becomes seriously ill or injured while serving on active duty in the Armed Forces.

1. Employee Eligibility

To be eligible for FMLA, employees shall have worked for 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA.

Previous periods of employment with the City can be counted to meet the 12-month service requirement. Employment periods prior to breaks in employment of seven years or more are not counted; however, employment periods prior to a break in employment of more than seven years are counted if such breaks are due to National Guard or Reserve military duty.

Employees who return to work from National Guard or Reserve military duty are credited for the time that they are on military leave to meet the 1,250 hours of service.

2. FMLA for Active Duty

Eligible employees can take up to 12 weeks of FMLA in a 12-month period because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation. FMLA is not

available for servicemembers who are part of the regular Armed Forces. Circumstances that qualify for leave include:

- Short-notice deployment activities
- Military events and related activities
- Childcare and school activities • Financial and legal arrangements
- Counseling activities
- Rest and recuperation activities
- Post-deployment activities, and/or
- Additional activities as mutually agreed upon by the City and the employee

3. Exceptions

Eligible employees can take up to seven calendar days of FMLA for short-notice deployments beginning on the date servicemembers are notified of an impending call or order to active duty. Short-notice deployment leave can be used to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment. Employees also can take up to five days of FMLA for rest and recuperation. Rest and recuperation leave can be used to spend time with servicemembers on short- term, temporary rest and recuperation leave during a period of deployment.

A call for active duty refers only to a federal call to active duty; a state call for active duty is not covered unless under order of the President according to federal law in support of a contingency operation.

A contingency operation refers to a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or can become involved in military actions, operations, or hostilities against an enemy of the United States or opposing military force or a military operation that results in the call, order to, or retention on active duty of members of the uniform service according to federal military law or any other provision of federal law during a war or national emergency that is declared by the president or Congress.

4. Care for a Servicemember with a Serious Illness or Injury

Eligible employees can take up to 26 workweeks of FMLA during a single 12-month period to care for a servicemember who is their spouse, child, parent, or next of kin with a serious illness or injury incurred in the line of duty while on active duty as a member of the Armed Forces, including the National Guard or Reserves, and is: undergoing medical treatment, recuperation, or therapy; assigned as an outpatient to a military medical treatment facility; assigned to a unit providing command and control of Armed Forces' members who are receiving outpatient medical care; or on the temporary disability retired list. Leave is not available for former servicemembers of the Regular Armed Forces, Reserves, or National Guard and servicemembers on the permanent disability retired list.

A serious illness or injury is an illness or injury that servicemembers receive while they are in the line of duty on active duty and makes them medically unfit to perform the duties of their office, grade, rank, or rating.

A child of a servicemember is a biological child, adopted child, or foster child; a stepchild; a legal ward; or a child for whom a servicemember has day-to-day responsibilities to care for and financially support. The child can be any age.

A parent of a servicemember is servicemembers' biological mother or father or person who had day-to-day responsibilities to care for and financially support servicemembers as children. Parents do not include parents-in-law.

Next of kin of a servicemember is the nearest blood relative other than the servicemembers' spouse, parent, son, or daughter in the following order of priority: blood relatives who have legal custody of servicemembers; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless servicemembers have specifically designated in writing another blood relative as their nearest blood relative. If no designation is made and there are multiple family members with similar levels of relationship to servicemembers, all such family members are considered next of kin.

If a dispute arises about whether leave qualifies as FMLA, Human Resources will discuss resolution of the dispute with employees. Any discussions and the decision about leave will be documented.

5. Amount of FMLA for Active Duty

The City designates the 12-month period as a "rolling" 12-month period backward from the date employees take any FMLA. During this 12-month period employees can take FMLA because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation.

6. Amount of FMLA Leave

A single 12-month period of leave to care for a servicemember with a serious illness or injury begins on the first day employees take leave to care for the servicemember and ends 12 months after that date. If employees do not take the full 26 workweeks of leave during a single 12-month period, they forfeit the remaining amount of leave. The City provides leave on a per servicemember, per injury basis.

Employees can take more than one period of 26 workweeks of leave if leave is used to care for different servicemembers or to care for the same servicemember who has a subsequent serious illness or injury, except that no more than 26 workweeks of leave can be taken within any single 12-month period. Employees can take more than one period of 26 workweeks of leave for a servicemember, with more than one serious injury or illness, only when the injury or illness is a subsequent injury or illness. If employees take leave to care for more than one servicemember or for subsequent serious injuries or illnesses of the same servicemember and the single 12-month periods overlap, employees are limited to 26 workweeks of leave in each single 12-month period.

If servicemembers' serious injury or illness extends beyond employees' 26 workweeks of leave, employees cannot take additional FMLA to care for the servicemember unless employees are eligible for leave to care for a family member with a serious health condition.

The 26 workweeks of FMLA to care for a servicemember with a serious illness or injury can include leave taken for other FMLA-qualifying reasons, but no more than 12 workweeks of such leave can be used for other FMLA-qualifying reasons. For example, employees can take 12 workweeks of leave for the birth of a child and 14 workweeks of leave to care for a seriously ill or injured servicemember.

If two spouses work for the City and take FMLA to care for a servicemember with a serious illness or injury, they are limited to a total of 26 workweeks of leave during the single 12-month period for all FMLA-qualifying reasons. They remain subject to the 12-workweek limit for the portion of leave that can be taken to care for a newborn child or seriously ill parent.

7. Requesting FMLA Leave

Employees who request FMLA because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must notify their supervisors as soon as practicable.

Employees who request FMLA to care for a servicemember with a serious illness or injury must give 30 days' advance notice to their supervisors. If employees fail to provide notice, they can be required to explain to their supervisors why such notice was not provided. If employees request FMLA to care for a servicemember with a serious illness or injury and such leave was previously approved, employees must specify the particular reason for leave or the need for FMLA. Employees who cannot provide at least 30 days advance notice of their need for leave must notify their supervisors as soon as practicable.

When employees are previously approved for leave due to more than one FMLA-qualifying reason, the City may inquire further to determine for which qualifying reason the leave is needed.
After employees submit requests for leave, the City will provide the following notices within five business days:

- FMLA Eligibility Notice that states whether employees are eligible for FMLA. Employees do not receive additional eligibility notices for subsequent FMLs during a 12-month leave period if their eligibility status remains unchanged; if employees' eligibility status changes, the City will notify them of any ineligibility for leave within five business days of the request.
- FMLA Rights and Responsibilities Notice that describes employees' rights and responsibilities under FMLA and consequences for failing to comply. If specific information in the notice changes, the City will provide written notice to employees within five business days of receiving employee's first notice of need for leave after any change; the notice will reference the prior notice and provide new information. At any time, the City can be contacted about and will respond to any questions about employees' rights and responsibilities under FMLA.
- FMLA Leave Designation Notice that describes whether leave is designated and counted as FMLA. If employees' leave qualifies as leave to care for a servicemember with a serious illness or injury and leave to care for family member with a serious health condition, it will be designated as leave to care for a servicemember with a serious illness or injury in the first instance. Employees will receive one designation notice for each FMLA-qualifying reason per 12-month leave period. Employees also will receive written notification if any information changes in designation notices for subsequent requests within five business days.

Employees are notified of the number of hours, days, or weeks that will be counted against their 12 or 26 weeks of leave. If such information is known at the time leave is designated, employees will be notified in the designation notice. If it is not possible for the City to provide such information, employees will receive such information upon request once in a 30-day period when leave is taken during that time. If employees receive oral notice from the City of such information, they will receive written confirmation no later than the following payday unless the payday is less than one week from the oral notice in which case written confirmation will be provided no later than the subsequent payday.

8. Certification For Active-Duty Leave

Employees who request leave due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must provide the City with a copy of servicemembers' active military orders and other certification.

9. Certification For Leave To Care For A Servicemember With A Serious Illness Or Injury

Employees who request leave to care for a military servicemember with a serious illness or injury incurred while serving on active duty in the Armed Forces must obtain certification completed by authorized health care providers. Health care providers from the federal Department of Veterans Affairs, federal Department of Defense, and DOD TRICARE network and non-network private health care providers are authorized to complete certification for such leave.

10. While On FMLA Leave

During FMLA, employees must keep their supervisors informed of the estimated duration of leave and their intended date to return from leave. While on leave, if employees need to take more or less FMLA than originally anticipated, they must notify the City within two business days. While on FMLA employees shall not engage in other employment.

11. Scheduling FMLA Leave

FMLA can be taken all at once or, under certain circumstances, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA reduced leave schedule is a work schedule that reduces employees' usual number of working hours per workday or workweek. Employees will be informed whether they can take intermittent leave or a reduced leave schedule when they apply for FMLA. When it is physically impossible for employees using intermittent leave or working on a reduced schedule leave to begin or end their work midway through a shift, the entire time that employees are absent will be designated as FMLA.

Employees who request intermittent leave or a reduced leave schedule because employees' circumstances qualify for leave due to a spouse, child, or parent who is a servicemember of the Armed

Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must provide proper notice and required certification.

Employees who request intermittent leave or a reduced leave schedule must arrange medical treatments and appointments to minimize work disruptions. The City can transfer such employees temporarily to positions that permit them to take intermittent leaves or reduced leave schedules with limited work interruptions.

Employees who take intermittent leave or a reduced leave schedule and are unable to work required overtime because of a FMLA-qualifying reason can have the hours that they would have been required to work counted against their 12 or 26 weeks of leave.

12. Pay and Benefits During FMLA Leave

FMLA is unpaid. The City allows employees use their accrued leave, including compensatory time, concurrently with FMLA. Employees shall comply with the City's policies on accrued paid leave when such leave is substituted for unpaid FMLA. Employees who are not eligible for accrued paid leave, or have exhausted their accrued paid leave, or do not meet the requirements of the City's policies regarding accrued paid leave, shall take unpaid FMLA.

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employees continue to accrue vacation and sick leave while in a paid status. Vacation and sick leave do not accrue when an employee's FMLA leave is unpaid.

~~13. Return From Military-Related Leave~~

~~Employees who return from FMLA will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. If employees are no longer qualified for their former positions because of their inability to attend certain work-related functions or classes as a result of leave, the City will provide them with a reasonable opportunity to fulfill those conditions upon returning to work.~~

~~Certain "key" employees, who are among the highest paid employees at the City, might not be reinstated to any position. "Key" employees will be notified of their status in writing when they apply for FMLA and will receive notice at that time of the potential consequences with respect to reinstatement and maintenance of health benefits if they are not reinstated. The City will notify "key" employees in writing the reasons for denying reinstatement when such decision is made. The City will make a final determination whether to reinstate "key" employees if they request job restoration; such employees will be notified in writing of the City's final determination.~~

RULES OF EMPLOYEE CONDUCT

The City expects and encourages a work environment of respect and professionalism. All City employees are required to conduct themselves in a respectful and courteous manner that is appropriate for the workplace. This policy applies to all City employees, elected officials, representatives, and volunteers. While it is impossible to list every type of conduct that is acceptable/unacceptable, the following are the City's expectations and also includes examples of conduct that when violated may result in disciplinary action, up to and including termination.

1. Shall be prompt and regular in attendance at work or other required functions. If an employee will be unable to report to work, or will be late, the employee must let their immediate Supervisor know as soon as possible, and always before the scheduled starting time. If the Supervisor is unavailable, a message may be left that includes the reason for being late or absent and a telephone number where the employee may be reached. If an employee's absence or tardiness is due to an emergency, the employee should call in, or have someone call in on the employee's behalf, as soon as possible.
2. Shall comply with the dress standards established in a department for which the employee works. The City Administrator or other department head may set dress standards. In the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
3. Shall dedicate primary efforts to City employment with secondary employment subject to approval by the department head or City Administrator. The request for secondary employment shall be made in writing. ~~This policy excludes paid-on-call firefighters.~~
4. Shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom the employee has official relationships while on business of the City in violation of applicable laws. No gift may be accepted which would create the impression that the giver was seeking special favor from the employee.
5. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of an official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.

6. Shall not release personnel information or any other public record absent adherence to state law and without the express authority of the public official responsible for custody of the record or without an order from a court of competent jurisdiction.
7. Shall not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the City's work-force. Smoking and use of tobacco products is prohibited in all City-owned buildings and vehicles. Smoking by employees is permitted only during rest or meal periods and only outside of City buildings. As the abuse of alcohol or any other drug is a serious threat to both personal health and job performance, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of alcohol or drugs, except as authorized by a physician, while on the job.
8. Shall not engage in conduct in the operation of a motor vehicle that impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.
9. Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the City Council or the official or department for whom the employee works.
10. Shall not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
11. Shall not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
12. Shall avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
13. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
14. Give efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the City Council and elected officials. Each employee shall be subject to the administrative authority of the Mayor, City Administrator, and the department head who supervises the department where the employee works.
15. Adhere to any code of ethics in their profession and not engage in conflicts of interest or use their public position for personal gain.
16. Follow all rules for the care and use of public property to ~~assure~~ensure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
17. Abide by all departmental rules whether they ~~be~~are written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or the United States.
18. Abide by all pertinent statutes~~,~~ and City ordinances concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records or information that is not open to public scrutiny in accordance with the direction of the responsible official.
19. Adhere to the defined work schedule and procedures for ~~an exception~~exceptions to normal work schedules. Each employee shall follow all rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements, or for imposition of appropriate disciplinary penalties.

20. Follow all rules regarding work hours, breaks and lunch periods, including provisions granting supervisors authority to adjust them. The ~~T~~timing of work hours, including breaks and lunch periods, may be changed to accommodate the completion of necessary work.
21. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated, and that proper consideration can be accorded to injured workers and the public.
22. Report any accidents observed to have occurred on City property or involving City property. Each employee shall provide as much information as they can from the observations made in the course of activities associated with the employee's work. Such information should be reported to the employee's immediate supervisor as soon as physically possible, and reasonable efforts should be made to assist those persons in need. A workers' ~~c~~Compensation injury report may need to be completed.
23. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
24. Keep their general work area clean and orderly. While the City employs custodial services to maintain larger areas, individual employees are responsible for the neatness of their own work areas. Computers used in conjunction with employee workstations shall be used for office-related functions only. Passwords assigned to employees shall be kept confidential and changed on a periodic basis. Employees must not write their login password and information down or share it with others.
25. Maintain security of records and property of the City. Employees shall immediately report any suspicious circumstances or missing items to their supervisor. All employees shall secure their individual workstations using designated log off prompts or other password-related security checks when away from their station.
26. City Employees should not disclose any confidential information, or disclose information from internal discussions, related to property, permitting, government, or affairs of the City without prior approval of the City Attorney or City Administrator. Under no circumstances should an employee use such information to advance the financial or private interests of the employee or others.
27. Perform such obligations and duties as ~~are~~ necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
28. Use City issued credit cards in a lawful and fiscally responsible manner. Such credit cards may only be used for valid authorized expenses. Credit cards shall be issued by the City Treasurer and may be revoked for any reason. City credit card policy must be signed and retained in an employee's personnel file.
29. Engage in abusive, unprofessional, or inappropriate conduct to fellow employees or to the public, or use abusive or inappropriate language in the presence of fellow employees or the public. Abusive language shall include, but is not limited to, profanity and loud or harassing speech.
30. Engage in malicious gossip and/-or spreading rumors~~;~~, engaging in behavior designed to create discord and lack of harmony~~;~~, willfully interfering with another employee's work output, or encouraging others to do the same.
31. Use work time for personal business including but not limited to the following actions: selling of goods and services or~~,~~ voicing religious, political, social, or personal views to members of the public during the workday. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees. While employed, it is essential to maintain a

clear distinction between personal opinions and representing the City's views. When expressing personal opinions, whether in person or on social media, it is crucial for an employee to clarify that the opinions are the employee's and not reflective of the City's position.

32. Engage in political activities while on duty in public service. This rule shall not apply to elected officials. Employees shall enjoy full political rights when not carrying out their work obligations.
33. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
34. Harass or discriminate in the treatment of co-workers or members of the public on the basis of a protected class status.
35. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the entity or other public officials.
36. Abuse employee benefit offerings by taking unjustified sick leave, annual vacation, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with City policy.
37. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City policy for use of annual leave, sick, bereavement, or other types of leave granted by the City.
38. Engage in prolonged visits with children, friends, or family members; salespersons; or others not related to City business, whether in person, over the telephone, or in an electronic manner, including email and instant messenger, or engage in any personal endeavor which interfere with the course of work in the office or department in which the employee serves.
39. Use telephones, computers or other City property in the office or workplace in a manner that disrupts the work or workflow. Workplace equipment shall not be used for any purpose relating to the employee's business or other personal interests.
40. Fail to report to the City Administrator within forty-eight (48) hours, or in accordance with the Drug Free Workplace Act, a felony or misdemeanor conviction, excluding minor traffic violations.
41. Disregard any rule established by the Mayor, City Administrator, or department head to maintain order and productivity in the workplace.
42. The City strictly prohibits a supervisor from dating or engaging in a romantic or sexual relationship with an employee that they supervise. Romantic or sexual relationships between other employees shall not create conflicts of interest or discord or distractions that interfere with other employees' productivity.
43. Employees are encouraged to report in good faith any waste of public funds, property, or resources; any unsafe acts; or any violation of law, City policies, or regulations. When possible, such reports should be at a time and in a manner that gives the City a reasonable opportunity to correct the waste or violation.
44. Employees are expected to fully cooperate with investigations. This policy prohibits any adverse action against an employee for participating or giving information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review. Employees who engage in adverse actions or retaliation are subject to disciplinary action, up to and including termination of employment, and may be subject to civil fines pursuant to applicable law.
45. Employees are prohibited from making reports when the employee knew or reasonably should have known the report was malicious, false, or frivolous.

CORRECTIVE ACTION

The City's corrective action procedures are designed to provide City departments with a standardized process to communicate expectations and prevent a recurrence of undesirable employee behavior. Outlined below are the progressive steps of the City's discipline procedure. The City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and/or performance has on the work group or organization.

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, as determined by the City, the discipline issued will depend on the seriousness of the behavior, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible.

The following actions, in no particular order, are among the available disciplinary steps that can be taken by the City Administrator or Department Head in response to personnel policy violations:

- Oral warning
- Written warning
- Formal written reprimand
- Suspension with or without pay
- Involuntary demotion
- Probation
- Termination

There is no appeal from any of the above levels of discipline. However, the City requires that employees receive written notice and an opportunity to be heard before any of the following actions occur: ~~–~~ termination of employment, ~~an~~ involuntary demotion where~~when~~ there is a loss ~~in~~of pay, or an unpaid suspension. The employee will receive a Notice of Intent to Discipline outlining what the employee allegedly did, referencing any policies or regulations, rules, laws, or previous directives that the employee allegedly violated, a statement that termination, involuntary demotion, or unpaid suspension may be issued if a violation is found, and sets forth a time to discuss the contents of the letter.

The meeting to discuss the contents of the Intent to Discipline letter will include the Department Head, the City Administrator or designee, and the employee. At the meeting, the employee will be informed of the information supporting the allegations and will have an opportunity to share any relevant information. If the employee fails to attend the meeting, the City will base the decision on the available information.

The Department Head and City Administrator or designee will consider all of the information and make a decision and notify the employee in writing of the outcome of the Intent to Discipline meeting. There is no internal appeal of the written decision.

PERFORMANCE MANAGEMENT – *The City is currently revising the performance management process. ~~working in partnership with the Employee Engagement Committee to create~~*

~~*an improved tool for providing feedback on employee performance, which is currently undergoing beta testing with the Planning & Building Department.*~~

Each employee may be evaluated at six months of employment to receive any cost-of-living adjustment or bonus program increases and then on an annual basis to assess the performance of that employee in the job being performed for the City. Formal performance appraisals are usually conducted after an employee's first six-months of employment with the City in a new position of responsibility. Thereafter, formal performance evaluations may take place at the end of each year thereafter. Formal evaluations may also be completed at other times as the need arises.

Regular performance appraisals provide both the employee and their supervisor the opportunity to discuss how well each employee is meeting expectations, to clarify job responsibilities, make corrections when needed, and to explore possibilities for the development of skills and advancement. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City. Each supervisor must complete a standard evaluation form, or other format provided by the City Administrator, which shall be placed in the employee's ~~permanent~~ personnel ~~record~~ file. The City may ask the employee to sign the performance appraisal to indicate that it was reviewed with the employee, but the employee's signature does not signify that the employee agrees or disagrees with the City's evaluation.

PROBLEM RESOLUTION

Employees are encouraged to openly discuss employment-related concerns with their supervisors at any time. Supervisors should maintain an open-door approach for such discussions. If a concern develops into a grievance, the following process can be used to resolve employment-related grievances promptly. A grievance is a work-related matter, excluding matters or issues where a separate review or hearing process exists, such as allegations of discrimination or harassment and discipline and termination decisions.

If an informal discussion between the employee and their direct supervisor does not resolve the employee's concerns, the employee must put in writing their concerns and provide this to the supervisor within ten workdays of when the informal discussion occurred. If a resolution is reached, this must be documented and signed and dated by the employee and the supervisor. The supervisor shall put the written resolution in the employee's personnel file. If a resolution is not reached, the supervisor shall provide a written reason to the employee.

If a resolution is not reached, the employee can appeal in writing the supervisor's decision to the next level of supervision. The next level supervisor must receive the employee's written appeal within five workdays of when the employee received the supervisor's written decision. The next level supervisor can choose to meet with the employee to discuss the matter. If a resolution is reached, this should be documented and signed and dated by the employee and the next level supervisor. The next level supervisor must put the written resolution in the employee's personnel file. If a resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached or the next level of supervision is the City Administrator, the employee can appeal the decision to the City Administrator or Mayor, if the City Administrator is the subject of the grievance. The employee's appeal must be in writing and submitted within five workdays of receiving the previous level supervisor's decision. The City Administrator/Mayor can choose to meet with the employee to discuss the matter. The City Administrator/Mayor will make a final, written determination of the matter. There is no appeal from the final determination. The final written determination will be placed in the employee's personnel file.

ETHICS AND CONFLICTS OF INTEREST POLICY

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The City expects all employees to uphold the highest standards of honesty, integrity, and impartiality in performing their duties. Employees are responsible for conducting themselves in a manner that promotes public trust and confidence in the City's operations.

Employees must avoid situations that could create a real or perceived conflict between their personal interests and the interests of the City. A conflict of interest exists when an employee's personal, financial, or other interests could improperly influence—or appear to influence—the performance of their official duties.

Employees are required to disclose any potential or actual conflicts of interest as soon as they arise. Ethical concerns or possible conflicts should be brought to the attention of the City Administrator or their designee.

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The City also provides a confidential reporting option for employees who wish to report concerns anonymously through the City's internal employee portal. Retaliation against individuals who raise concerns in good faith is strictly prohibited.

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DOGS IN THE WORKPLACE

The City recognizes that dogs can contribute to a positive and welcoming work environment. Employees may bring their dogs to work with prior approval from their Department Director, provided that doing so does not interfere with operations, safety, or the comfort of others.

Eligibility and Expectations

- Employees must ensure their dogs are house-trained, well-behaved, and current on vaccinations.
- Dogs must be under control at all times, either on a leash or confined to the employee's immediate work area. Public safety is a priority. Having a dog in an area that the public regularly frequents may be cause for a denial to bring a dog to work.
- Dogs may not be left unattended in City facilities.
- The presence of dogs must not disrupt others, create odors, excessive noise, or cause allergic or safety concerns.
- If another employee objects due to allergies, fear, or other reasonable concerns, the Department Director will determine an appropriate resolution, which may include revoking permission.

Responsibility and Liability

- Employees are solely responsible for the behavior and actions of their dogs.
- Any damage or injury caused by an employee's dog, including bites or property damage, is the employee's personal responsibility.
- The City will not assume liability for injuries or damages arising from an employee's decision to bring a dog to work.

Revocation of Privilege

Bringing a dog to work is a privilege, not a right. This privilege may be revoked at any time at the discretion of the Department Director or City Administrator if:

- ~~T~~the dog exhibits aggressive, disruptive, or unsafe behavior;
- ~~T~~the employee fails to maintain control or cleanliness; or
- ~~T~~the presence of dogs negatively affects workplace safety, productivity, or morale.

Employees are expected to remove their dogs immediately if requested by leadership.

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Exceptions

This policy does not restrict or replace reasonable accommodations for service animals or emotional support animals as required by law.

WEAPONS

The City is committed to providing a safe and secure environment for employees. While the City respects the rights of individuals to lawfully own and possess firearms, weapons in the workplace present serious safety concerns. To maintain a safe and productive environment, employees must follow the guidelines below.

Prohibited Weapons in City Buildings

Employees are prohibited from carrying or possessing firearms or other dangerous weapons inside any City-owned or leased building or facility, including City Hall, the Recreation Center, Public Works offices, and other indoor workspaces.

This restriction applies whether employees are on duty or off duty and includes concealed and openly carried weapons.

Weapons in Private Vehicles

The City does not restrict employees from lawfully transporting or storing firearms in their privately owned vehicles while parked in City-designated parking areas, provided that all of the following conditions are met:

- The employee is legally permitted to own and carry the firearm.
- The vehicle is authorized to be parked in the area.
- The firearm is:
  - kept out of sight while the employee is in the vehicle; or
  - stored out of sight and locked inside a compartment, container, or securely attached part of the vehicle when unattended.

If these conditions are not met, possession of a firearm on City property is prohibited.

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Definitions

For the purpose of this policy:

- City property means all property owned, leased, or controlled by the City of Ketchum, including buildings, vehicles, parking lots, and workspaces.
- Dangerous weapons include, but are not limited to, firearms, explosives, large knives, or any object designed or used to cause serious bodily harm.

Work Tools and Exceptions

Small tools such as box cutters, utility knives, or scissors that are required for an employee's job duties are permitted. Employees are responsible for ensuring that any item they bring to work is not considered a dangerous weapon.

This policy does not restrict or replace reasonable accommodations for lawful service weapons carried by law enforcement or authorized personnel.

Enforcement

Violations of this policy will be addressed in accordance with the City's standard disciplinary procedures, up to and including termination of employment. The City reserves the right to make appropriate inquiries or take action if it believes an employee poses a risk of harm to themselves or others.

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EMPLOYEE USE OF CITY VEHICLES

If an employee uses one of the City's vehicles or uses their own vehicle while performing their work duties, the following applies:

1. To use a City owned vehicle, the employee must have and carry with them a valid Idaho driver's license. If an employee uses their own vehicle for City business, evidence of satisfaction of insurance and a copy of their current driver's license must be kept in the employee's personnel file.

2. Employees may not loan out City-owned vehicles or equipment to others without permission from the City Administrator~~,~~ or Department Head. The employee must operate a vehicle in a safe, courteous, and lawful manner.
3. Employees may not use City-owned vehicles for personal use, including but not limited to errands and travel to and from an employee's home, unless otherwise authorized by the City Administrator or Department Head.
4. If an employee has a City-owned vehicle for use on an on-going basis, the employee must maintain the vehicle in proper working order.
5. Employees must not operate a City vehicle while under the influence of drugs, alcohol, or any controlled substance.
6. Employees must promptly notify their supervisor and the City Administrator of any citations for moving violations or accidents~~,~~ and provide a copy of the employee's driving record upon request. Any citation will require the Employee to submit to a drug or alcohol test, unless waived by the City Administrator. Vehicle damage may require the Employee to submit to a drug or alcohol test.
7. Each employee must report any state-imposed driving restrictions to their immediate supervisor. Each employee is also obligated to notify their supervisor in the event that their driving abilities are impaired by anything other than state restrictions.
8. Only authorized signs shall be placed on any City owned vehicle.

USE OF PORTABLE ELECTRONIC DEVICES WHILE DRIVING OR BICYCLING

The use of portable electronic devices shall be prohibited while an employee is operating a motor vehicle or bicycle on City business. Use of a hands-free system, such as Bluetooth or headphones;~~, or~~ an affixed GPS system;~~,~~ or a vehicle mounted mobile data computer is permitted.

Portable electronic device means a hand-held, mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communication device, GPS or navigation system, electronic gaming device, or portable computing device.

Handheld cell phone use is permitted in the event of an emergency, such as calling 9-1-1 to report a crime or an accident. Even in an emergency situation, it is best to pull over and come to a complete stop before using or operating any mobile or handheld device.

EMPLOYEE TRAVEL

1. Same Day Out of Town Travel

Travel time to and from out-of-town training or meetings will be considered time worked for employees classified as non-exempt under wage and hour laws. Employees must submit all receipts along with a travel expense voucher in order to receive reimbursement. The time spent ~~in~~ traveling to and returning

from the other ~~c~~city is work time, except that the City deducts/does not count that time the employee would normally spend commuting to the regular work site.

2. Out of Town Overnight Travel

For overnight travel, travel time during the employee's regular workday is compensable for employees classified as non-exempt under wage and hour laws. Therefore, if an employee will be away from home overnight, the travel should be planned and scheduled (whenever possible) to occur during the employee's normal work hours. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Employees shall use the most practical mode of travel from the standpoint of time and expense. Supporting documentation shall be attached to the travel expense voucher.

Reimbursement for travel by common carrier shall be limited to the lowest cost means of travel unless it is impractical or not available. When for personal reasons a traveler is authorized by the Department Head to use a private conveyance in lieu of a common carrier, reimbursement will be limited to an amount for travel, meals, lodging and miscellaneous expenses equal to the amount which would have been incurred had the travel been by common carrier. Authorized travel time shall be limited to that which would have been allowed had the employee traveled by common carrier. Unless the Department Head specially authorized a leave of absence, excess travel time incurred by the authorized use of a private conveyance for personal reasons during working hours shall be charged to the traveler's accrued leave.

A Travel Request Form shall be submitted and approved prior to any travel taking place. For reimbursement of travel expenses, a Travel Expense Report shall be filed by the employees for reimbursement of expenses, which must be approved by the department head. The purchase of alcohol will not be reimbursed.

~~TELECOMMUNICATIONS SYSTEMS POLICIES~~ TECHNOLOGY USE

The City provides access to technology, telecommunications, and data systems to assist employees in conducting City business efficiently and securely. These systems include telephones, cellular devices, computers, software, electronic mail, internet access, and network resources. All information created, received, sent, or stored on these systems is the property of the City.

General Use

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City communications and technology systems are provided primarily for business purposes. Limited personal use is permitted if it is infrequent, does not interfere with work performance, and does not violate any City policy. Employees must exercise good judgment, professionalism, and respect in all communications and use of City systems.

All City policies concerning conduct—including those addressing courtesy, confidentiality, harassment, discrimination, and solicitation—apply to all technology and communication systems. The display, transmission, or receipt of any sexually explicit, harassing, discriminatory, or otherwise inappropriate

material using City systems is strictly prohibited and may result in disciplinary action up to and including termination. Employees who become aware of the misuse of City technology should report it immediately to their supervisor or the City Administrator.

Telephones, Mail, and Facsimile

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Personal telephone calls should be kept to a minimum and must not interfere with work duties. Employees may be required to reimburse the City for any charges resulting from personal use of City-owned telephones or other communication systems.

The use of City-paid postage for personal correspondence is not permitted, and employees should not use the City's mailing address for regular receipt of personal mail.

City fax machines and similar systems are to be used for City business purposes.

Cellular Phones and Stipends

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City-issued cellular telephones are intended for official business use. Limited personal use is allowed when it does not interfere with City operations.

Some employees may be required or permitted to use their personal cellular phones for City business. With approval from the City Administrator, employees using their personal cell phone as their primary/ancillary work phone may receive a $30 monthly stipend as reimbursement. Messages, texts, and other communications on personal phones used for City business may be considered City records and subject to disclosure under Idaho public records laws.

Electronic Mail, Internet, and Network Systems

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Employees should have no expectation of privacy in any communication, data, or document created, sent, received, accessed, or stored using City systems. Although employees may use personal passwords, the City's information system administrators have access to all electronic communications and data to ensure compliance with City policies, maintain system integrity, and respond to public records requests.

The City uses software and network systems capable of monitoring, logging, and recording internet and email activity. The City may access, review, copy, and delete information or files at any time, with or without notice. The City may also analyze usage patterns to ensure systems are used appropriately and securely.

Employees must not use City systems to conduct personal business, solicit sales, promote private ventures, or distribute unapproved materials. All postings to City websites or social media platforms must be authorized by the appropriate department. Employees are responsible for the content of all messages, files, or materials they create or transmit. Unauthorized copying, downloading, or installation of software, data, or applications is prohibited.

Cybersecurity and Information Protection

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All employees share responsibility for protecting City information and technology systems. Employees must:

- Use strong, confidential passwords and protect them from disclosure.

- Lock or log off devices when unattended.
- Avoid downloading unapproved software or connecting unauthorized devices.
- Report suspicious emails, links, or system activity to the Information Technology (IT) department immediately.
- Scan all downloaded or uploaded items for viruses and malware using City-approved antivirus software.

The City reserves the right to restrict or revoke access to its systems when necessary to maintain security or integrity.

Data Privacy and Public Records

Electronic communications and information created, received, or stored on City systems may be considered public records. Employees must handle all data—including personal, confidential, and sensitive information—in compliance with public records, data privacy, and records retention requirements. The City Clerk is responsible for maintaining public records consistent with Idaho law.

Artificial Intelligence and Digital Tools

Employees may use artificial intelligence (AI) or automated tools only when authorized by their Department Director. Employees must not enter confidential, proprietary, or sensitive City data into public AI tools. AI systems must not be used to make or communicate official City decisions without review and approval.

Enforcement

Improper, unauthorized, or unsafe use of City technology or communication systems may result in disciplinary action, up to and including termination of employment. The City reserves the right to monitor, review, and regulate system access at any time to protect its operations, employees, and data.

~~Personal use of telephones, faxes, electronic mail and Internet access is strongly discouraged and must not interfere with the employee's work. City communications and electronic equipment are provided for business purposes.~~

~~Telephones: The City recognizes that employees may be required to use the telephone for personal calls. Employees may be required to reimburse the City any charges resulting from their personal use of the telephone and other communications systems owned and operated by the City. Personal calls should be kept to a minimum and should not interfere with an employee's work duties.~~

~~Mail: The use of City paid postage for personal correspondence is not permitted. Employees should not use the City address for regular receipt of personal mail.~~

~~Facsimile: Transmission using City facsimile machines are to be made for business purposes.~~

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~~Cellular Phones: The City may issue cellular telephones to employees when necessary for the efficient conduct of business. Use of the cellular telephones is restricted to City business, with the exception of de minimis personal use.~~

~~Certain employees of the City are required to use their personal cell phones to conduct business. Other employees may choose to use their personal phone as their primary phone for City business. Subject to approval of the City Administrator, the City will pay a $30.00 monthly phone stipend as reimbursement for using a personal phone for City business. Messages generated and received on these phones, including audio, text and visual may be considered City property. As such, City may be subject to Idaho public records request laws.~~

~~ELECTRONIC MAIL AND INTERNET POLICY~~

~~Although employees may have a personal, private password on their City provided technology, the administrator of the information system has access to all electronic mail messages in order to ensure compliance with City policies.~~

~~The City does not permit the posting of items for solicitation on bulletin boards or the circulation of memos soliciting sales or contributions to charity, and likewise such posting is prohibited through the electronic mail system.~~

~~All City policies concerning conduct of employees, such as courtesy, solicitation, and harassment, apply to the use of the voice mail, electronic mail system and the Internet.~~

~~Employees have no personal privacy right to anything created, received, or sent on or from the City's e-mail or voice mail system, and by accessing the system, employees expressly waive any right of privacy in anything that they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the City to access all material created, sent, or received on the system.~~

~~Employees are not to place personal copies of software or data on any computer without prior authorization. Each employee is responsible for the content of all text, audio or images they place on or over the City e-mail or Internet system.~~

~~All items downloaded to the City Web site must be scanned for viruses. All items downloaded from the City site or any other locations must also be scanned for potential viruses. Anti-virus software must be used to scan for viruses before any material is placed on the City internet system.~~

~~Electronic information may be a public record pursuant to Idaho law. Accordingly, maintaining such public records shall be at the direction of the City Clerk.~~

DRUGS AND ALCOHOL

The City has a vital interest in maintaining safe, healthy, and efficient working conditions for its employees. Drug and alcohol use may impose serious safety and health risks to the employee and the

workplace and may also impair the efficient operation of the City business. For these reasons, the City has established the following policy with respect to the use, possession or sale of alcohol or drugs.

1. On-the-Job Use, Possession or Sale of Drugs or Alcohol

Employees are prohibited from consuming alcohol while working or while on-call. Employees are also prohibited from reporting to work under the influence of alcohol. This includes unanticipated call-in situations. If an employee cannot meet this requirement, it is the employee's responsibility to tell their supervisor, or person initiating the call-in, that they cannot report to work.

Because alcohol is a legal substance, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty, or while participating in activities or events at City facilities while not on duty, or during the course and scope of employment when the employee's performance of duties has concluded for the day.

Listed below are examples of situations in which the responsible use of alcohol by employees during the course and scope of City business may be acceptable. However, employees are expected to seek prior direction from their Department Head or the City Administrator regarding the appropriateness of consuming alcohol in these situations.

- While attending seminar or conference function where alcohol is being served.
- While traveling on business, provided all work duties for the day have been completed.
- Although alcohol use may be permitted under limited circumstances, employees are expected to use good judgment and behave in a professional and respectable manner while in the course and scope of City business. Misuse of alcohol under these circumstances is a violation of this regulation and may result in disciplinary action up to and including termination.

2. Legal Drugs and Medication

Except as provided below, the use or being under the influence of legally obtained drugs, to the extent that an employee is affected in any manner, while performing City business or in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the City has determined, after consulting with appropriate medical authorities, that the employee does not pose a safety threat to themselves or the safety of co--workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions determined by the City.

3. Illegal Drugs

The use, sale, purchase, transfer, or possession of any illegal drug by any employee while in a City facility, vehicle or while performing business is strictly prohibited. The presence of any amount of any illegal drug in or on an employee while performing City business is prohibited.

4. Searches

The City may conduct unannounced searches for illegal drugs or alcohol on property. Employees shall cooperate in conducting such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of this policy. Law enforcement may be involved in this process.

5. Drug and Alcohol Screening

The City may conduct drug and alcohol screening as outlined in this policy. For the purpose of this policy, a safety sensitive position is defined as a position in which impaired job performance could affect the health and safety of the employee and others. Sensitive positions are those in which the responsibilities of the position require employees to:

- gQualify and maintain qualification standards to carry firearms;
- pPerform emergency medical, lifesaving, and/or fire suppression activities;
- sSupervise employees during the performance of critical incident functions which require employees to qualify to carry firearms or, perform emergency medical, lifesaving, and/or fire suppression activities;
- oOperate, maintain, or inspect emergency vehicles, heavy equipment, or vehicles having a gross combination weight rating of 26,001 or more pounds and/or lifesaving equipment used for emergency services;
- Oobtain a national security clearance as a condition of employment;
- eExercise custodial responsibility for illegal drugs or precursors;
- wWork directly with and oversee minors in the absence of their parent or guardian, or work directly with and oversee vulnerable adults in the absence of their caretaker or guardian; or
- Hhandle hazardous materials that, if mishandled, place the public at risk of serious injury.

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

a. Pre-Employment, Post-Offer Screening

Individuals applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. This includes current employees promoting, demoting, transferring, or being reassigned from a non-safety sensitive position to a safety sensitive position.

b. Reasonable Suspicion Testing

Any employees will be tested for alcohol and/or illegal drugs when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based upon, among other things: (1) observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; (2) a pattern of abnormal conduct or erratic behavior; (3) arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; (4) information provided by reliable and credible sources or which is independently

corroborated; or (5) newly discovered evidence that the employee has tampered with a previous alcohol or drug test. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

If an employee is suspected of using alcohol or illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and present them to the City Administrator in writing.

The employee shall not be allowed to operate a vehicle or perform sensitive duties until the circumstances are evaluated, and the supervisor receives higher concurrence. Employees who are subject to reasonable suspicion testing shall at the City's expense be transported to and from the collection facility.

c. Random Testing

Random testing for alcohol and/or illegal drugs will be conducted on employees whose positions are designated as safety sensitive and in accordance with the procedures related to employees required to hold a commercial driver's license.

Random tests will be unannounced and occur throughout the calendar year. The random selections will be conducted by the designated drug testing contractor using a lottery system, and City will notify the individual's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Because the selection process is truly random, it is possible that some employees will be selected multiple times while others may never be selected.

d. Post-Accident Drug and Alcohol Testing

Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves, ~~or~~ others, or the overall operation of the City may be subject to drug and alcohol testing. Based on the circumstances of the accident or unsafe act, the City Administrator or Department Head may promptly initiate testing when such circumstances involve:

- ~~D~~death; ~~or~~
- ~~s~~Serious personal injury requiring immediate emergency room or urgent care center treatment; or
- d~~D~~amage to government or private property estimated more than $5,000.

An employee subject to post-accident testing shall remain available for such testing, or the City may consider the employee to have refused to submit for testing. An employee subject to post-accident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for prescribed maintenance medications and/or medications administered to treat an injury related to the accident.

e. Test Refusal

Employees will be considered to have refused testing if they:

- ~~R~~refuse to test;
- ~~f~~Fail to report for a required test at the scheduled time;
- ~~e~~Engage in conduct that clearly obstructs the testing process;
- ~~t~~Tamper with the test; or
- ~~f~~Fail to provide adequate breath or specimen volume without a verified medical explanation.

Employees who refuse to be tested, as described in the test procedures, ~~when so~~when required, shall be subject to the full range of disciplinary consequences up to and including termination.

f. Employee Assistance Program

Any employee needing help in dealing with problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan.

g. Safe Harbor Referral

A fundamental purpose of the City's drug-free workplace policy is to assist employees who themselves are seeking treatment for alcohol or illegal drug use. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of their drug or alcohol related problem who meets all three of the following conditions:

- ~~V~~voluntarily identifies themselves to their supervisor or the City Administrator as a user of alcohol and/or illegal drugs, as they apply to this policy, prior to being identified through other means, or prior to being asked to provide a urine and/or breath sample for testing;
- ~~O~~obtains evaluation, counseling, or rehabilitation from an approved facility; and
- ~~T~~thereafter refrains from using illegal drugs or misusing prescription drugs and/or alcohol.

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem, this provision is not available to an employee who requests protection under this provision after:

- b~~B~~eing identified through other means; ~~or~~
- b~~B~~eing asked to provide a urine sample for testing; ~~or~~
- h~~H~~aving had a verified positive test result for alcohol and/or illegal drugs pursuant to this regulation; or~~.~~
- ~~D~~drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor ~~are not covered by Safe Harbor~~ protections.

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An employee who requests Safe Harbor will be required to sign an agreement outlining their obligations under Safe Harbor.

h. Contract Personnel

The policy provisions stated above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation can result in the City barring contract personnel from City facilities or participating in City operations.

i. Commercial Driver's License

The City complies with all provisions outlined in the federal and state laws regulating commercial drivers' licenses.

CHILD ABUSE REPORTING

It is the City's desire to provide as safe an environment as possible for children who participate in City programs, and to give notice to employees of the reporting requirements of State laws covering child abuse, abandonment, or neglect (abuse).

When an employee has reason to believe that another employee is abusing a child, the following steps should be followed:

- The employee who becomes aware of another employee's suspected abuse shall immediately notify their supervisor of the suspicion. The supervisor shall require the employee to immediately contact Child Protective Services ~~[~~(CPS)~~]~~, or in the case of an emergency, the City Police. Neither the supervisor nor the employee shall engage in any form of investigation.
- The supervisor shall notify their Department Head who will advise the City Administrator that a report has been filed, consistent with s~~S~~tate law.

Following the completion of the reporting and investigative process, an in-house debriefing session will be conducted to review each phase~~,~~ to determine needs for additional training~~,~~ and to review the reporting procedure for possible revisions.

If a child is suspected of being a victim of child abuse, these steps will be followed:

- The employee will immediately notify their supervisor of the suspected abuse and report the suspicions to CPS~~Child Protective Services [CPS]~~.
- The supervisor shall notify their Department Head who will advise the City Administrator.
- The proper authorities will conduct the investigation. Neither the supervisor nor the employee shall attempt any form of investigation.
- In order to protect the privacy of all persons involved, all phases of the reporting procedure shall remain strictly confidential. The person(s) making the report will remain anonymous, provided their report was made in good faith; however, persons with a legitimate need to know will be notified. Confidentiality of principals and witnesses cannot be guaranteed if criminal investigation or prosecution is pursued.
- Any and all media contact will be exclusively coordinated through the City Administrator.

Any person who has reason to believe that a child has been abused, abandoned, or neglected and, acting upon that belief, makes a report of abuse, abandonment, or neglect as required by law shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice shall not be protected.

Any person who makes a report or allegation of child abuse, abandonment, or neglect knowing the same to be false, or who reports or alleges the same in bad faith or with malice, shall be liable to the party or parties against whom the report was made.

GENERAL PROVISIONS

1. Travel Expense Reimbursement

An employee on City business shall be reimbursed for expenses incurred in completing their work-related assignment in accordance with the policies established by the City Administrator. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested. All employees traveling or incurring business expenses on behalf of the City as well as those responsible for the approval of these expenses are expected to use prudence, discretion, and good judgment to assist in maintaining control over travel expenses. The City will not pay for entertainment not included in the function package. Additionally, the City will not pay or reimburse for alcohol.

2. On-the-Job Injuries

All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow for the filing of ~~w~~Worker's' ~~c~~Compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident, that employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the supervisor and City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Workers' Compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the employee will receive the difference between the statutory workers' benefit amount and the employee's regular net pay.

The KOS benefit begins after the ~~w~~Workers' ~~c~~Compensation statutory five (5) calendar day waiting period, unless specifically exempt as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off work must be documented by the treating health care provider.

Employees who are not eligible for the KOS benefit may be eligible to receive the statutory temporary disability benefit.

All time off work must be documented by the treating health care provider.

3. Nepotism

No person shall be employed by the City which would result in a violation of the anti-nepotism provisions found in Idaho Code. Any such appointment may be voided by the Mayor, if not done voluntarily by the appointing official.

The City shall not hire individuals as part time or full-time employees that meet the following:

- An individual who is related within the second degree or married to a Department Head, department manager, or supervisor in any department of the City.
- An individual who is married to an existing City employee in the same department. If two employees become married, one employee shall resign within 30 days of the marriage.
- No person related to the Mayor or member of City Council by blood or marriage within the second degree shall be appointed to any clerkship, office, position, employment, or duty when the salary, wages, pay or compensation of such appointee or employee is to be paid out of public funds.

Individuals related within the second degree may be hired, subject to approval of the City Administrator, provided neither one is in a supervisory or management position. Should one become a supervisor, manager, or director, the other shall resign within 30 days of the new position appointment.

4. Use of City Meeting Space

The City makes its meeting rooms available to the public and employees, when theywhen employees are off duty. The meeting rooms are open to individuals and organizations engaged in educational, cultural, intellectual, or charitable activities. The City makes its meeting rooms available to area businesses for non-commercial purposes, such as employee meetings or retreats. Neither the City itself nornot the meeting rooms are designed to accommodate commercial or pecuniary activities of any kind. This policy does not apply to the use of the meeting facilities for City activities or for activities or events sponsored by the City.

"Meeting Facilities" shall include meeting rooms in City Hall, the Visitor Center, Fire Station One, and Forest Service Park.

The Meeting Facilitates of the City shall be available subject to the following conditions:

1. The scheduled use shall not conflict with City sponsored programs or the City's ability to deliver its existing services.
1.2. Use of the facility may only occur during operating hours when city staff are present and available to provide access.

2. The following legend must prominently appear on any sign, advertisement, invitation, or other notice or announcement of an event to be held in City Meeting Facilities: "This event is neither sponsored nor endorsed by the City." Failure to include such legend will result in forfeiture of the right to use the applicable Meeting Facilities.
3. Unless approved by the City, use of City Meeting Facilities by an individual or an organization for meetings or events which are open to the members of the general public, or which are advertised or promoted to encourage attendance by members of the general public, shall not exceed two times per year and shall not exceed once per month. Use of Meeting Facilities by an individual or an organization for meetings or events at which attendance is limited to organization members and/or their invited guests shall not exceed five times per year and shall not exceed once per month. Meetings which are open to the general public may pose a greater likelihood of imposing additional burdens on City personnel and may be more disruptive to the quiet enjoyment of the City by patrons.
4. The user shall be responsible for assuring that permitted occupancy limits pursuant to applicable fire or safety codes are not exceeded. The user will restore the premises to a clean and neat condition following the assembly. The City will be reimbursed for any costs to the City resulting from the use of a Meeting Facility by an organization or individual. Any fees, conditions, or other requirements for the use of a meeting facility shall be specified in the relevant use agreement.

SEPARATION OF EMPLOYMENT

1. Resignation

In order to resign in good standing, employees shall give their supervisor written notice at least fourteen (14) calendar days prior to the employee's last workday. An employee's supervisor may choose to waive the fourteen (14) day notice requirement if they believe individual circumstances warrant it. If the fourteen (14) day requirement is waived, a written resignation letter is still required. The City may deny any request by an employee to rescind a resignation.

Job abandonment shall be defined as an unexcused or unauthorized absence of two (2) working days or more, which shall subject the employee to termination.

2. COBRA Benefits

Employees of the City who currently receive medical benefits, who separate from their employment may be eligible to continue those medical benefits at the employees' sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

3. Final Paycheck

Upon ending employment with the City, final paychecks will be issued to the employee on the next regular payday or in ten days (excluding weekends/holidays), whichever is sooner. If the employee gives the City Treasurer a written request for earlier payment, the employee will be paid within 48 hours (excluding weekends/holidays) of receipt of the request or the last day worked, whichever is later.

4. Exit Interview

Each employee who terminates from employment with the City may participate in an exit interview with the employee's supervisor, or in the event of involuntary termination, with the City Administrator. In such ~~interview~~an interview, the supervisor shall notify the employee when certain benefits will terminate and when final pay will be issued. The employee will inform the interviewer about their impressions of employment in such an interview. An employee exit form, or other written record, will be completed at this point and will be retained in the employee's personnel file.

5. Reductions in Force

Employee assignments may be affected by a reduction in force made due to economic or other conditions. The City Administrator or designee reserves the right to make any changes in the work force or assignment of resources that are~~is~~ deemed to be in the organization's best interests. The City Administrator may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions, if any. Reinstatement preferences may be tied to the classification of the employee, to specialized skills possessed by the employee, or any other non-discriminatory reason.

6. Eligibility for Rehire

Former employees who were terminated, resigned in lieu of termination, had poor performance records, quit without proper notice, or were not in good standing with the City are not eligible for rehire.

7. Return of City Property

All City property shall be returned at or before the time of separation, including but not limited to:

- City credit or purchasing cards;
- City uniforms or clothing;
- ~~M~~mobile devices;
- ~~E~~employee identification badge;
- k~~K~~eys to City vehicles and buildings;
- c~~C~~ity-owned technology;
- t~~T~~ools or other equipment; or
- a~~A~~ny other City property in possession of the employee.

Failure to return items may result in criminal charges.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Ketchum Employee Handbook and understand that it sets forth the general terms, conditions, policies, and expectations of employment with the City. I understand that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the rules, policies, and standards established by the City.

I acknowledge that, except as otherwise provided by law or City policy, the terms, policies, and procedures in the Employee Handbook may be modified, amended, or deleted by the City at any time, with or without prior notice. I understand that no statement, promise, or representation made by any City employee or official can alter the policies of the City except through formal written action approved by the City Administrator or authorized designee.

I further acknowledge that I have received, read, and understand the City's Technology, Telecommunications, and Data Use Policy, including the City's right to monitor the use of all City technology systems, devices, and communications. I understand that any information created, received, sent, or stored using City systems is the property of the City of Ketchum and may be subject to monitoring and disclosure under Idaho's Public Records Law.

I understand that, unless otherwise provided by law or written agreement, employment with the City of Ketchum is at will, meaning that either the employee or the City may terminate the employment relationship at any time, with or without cause or notice. Nothing in the Employee Handbook or any other City document shall be construed as creating a contract of employment or a guarantee of continued employment.

I also acknowledge that I have received and reviewed the City's policy prohibiting discrimination, harassment, bullying, and retaliation, and understand the City's commitment to maintaining a workplace free of unlawful discrimination and harassment based on any status protected under applicable law. I understand that retaliation for making a good-faith complaint of discrimination, harassment, or retaliation is strictly prohibited.

I agree that if I experience or observe any conduct that I believe violates the City's policy against discrimination, harassment, bullying, or retaliation, I will immediately report it to my supervisor, the Human Resources representative, or the City Administrator. I understand that the City relies on employees to promptly report such concerns so that appropriate action can be taken.

I understand and agree that to the extent I do not use the complaint procedures outlined in the City's policy prohibiting discrimination, harassment, bullying, and retaliation, the City has the right to presume that I have not been subjected to any harassment, discrimination, bullying, or retaliation, or that I have welcomed the conduct.

I have also received and read the City's Drug and Alcohol-Free Workplace Policy and agree to abide by its terms as a condition of employment. I understand that failure to comply with this policy may result in disciplinary action, up to and including termination of employment, and that I am required to notify the City within five (5) days of any criminal drug conviction occurring in the workplace.

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By signing below, I acknowledge that I have received, read, and understand the City of Ketchum Employee Handbook and the policies referenced above.

~~I acknowledge receipt of the City of Ketchum's Employee Handbook (Handbook). I understand that this Handbook is not a contract and cannot create a contract. I understand that I am responsible for familiarizing myself with the contents of the Handbook. I understand that I am obligated to perform my duties of employment in conformance with the provisions of the Handbook and any additional rules, regulations, policies, or procedures from the department where I work.~~

Printed Name:_____

Signature:_____

Date:_____

cc: Personnel File

City of Ketchum, Idaho
Employee Handbook

Revised and Adopted

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WORKING AT THE CITY OF KETCHUM

Welcome to the City of Ketchum. We are grateful you have joined us. Our Vision is very important to us and it is an important reminder why we work at the City. Likewise, our Values are critical in that they set the expectations of how we work together. You will hear and have the opportunity to move our Vision forward and practice our Values throughout your time at the City.

Our Vision:

Elevating Ketchum: A community thriving together

Our Values:

- Built on Trust – honoring commitments, building confidence
- Shared Strength, Shared Success – Our success is shared and our teamwork sets the standard
- Purpose in Every Action – What we do matters, our actions create lasting benefits towards a brighter, sustainable future

The following is information we believe will help you as you begin your career with the City.

The City is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City. The City Council's primary authority is to establish terms and conditions of employment with the City administration. The City Council also appoints personnel to help carry out its administrative responsibilities.

The responsibility and authority for the enforcement and administration of the policies and procedures set forth herein are vested in the Mayor, City Administrator, and Department Supervisors.

As with all elected public officials, the City Council is ultimately responsible to the voters of the City of Ketchum. The terms set forth in this Handbook reflect public entity policy at the time of its approval, but they are subject to change at any time, without prior notice, and at the sole discretion of the City Council.

Only the City Council has the authority to establish general policy for the City employees. Each employee should recognize that even when serving as an employee in the office of an elected or appointed official, that individual remains an employee of the City. The terms and conditions set forth in this Handbook, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the City Council. That is particularly true for terms or conditions that would establish a financial obligation for the City now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by other elected officials.

EMPLOYEE POLICY HANDBOOK

The purpose of the Employee Handbook (Handbook) is to inform employees of the City's general personnel policies and to ensure uniform application throughout City departments. The Handbook is not all-inclusive, but addresses the topics most likely to be encountered in the City's day-to-day operations.

The policies in this Handbook are not intended to supersede City ordinances or other applicable laws. In case of any conflict between these policies and such ordinances or laws, the latter shall prevail.

THE POLICIES IN THIS HANDBOOK ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. The City reserves the right to change or rescind these policies and regulations with or without notice, and to determine the application of these policies to specific circumstances. The City further reserves the right to alter or eliminate any benefits provided to its employees. Any alteration, elimination, or revision may be made applicable to current as well as future employees.

The Handbook will be maintained on the City's internal web site. Departments shall provide employees without computers access to a department computer upon request in order to access the Handbook. All employees shall read the electronic policies regularly, check for changes or revisions, and abide by their content. Employees who have questions about the policies contained in the Handbook, including any changes or revisions, shall contact their supervisor for explanation and clarification. Being aware of and understanding the City's policies contained in the Handbook is the employee's responsibility.

Certain provisions of this Handbook state that disciplinary action may result from specified conduct. The inclusion of these provisions does not, and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons.

The provisions of this Handbook apply to all City employees, except as otherwise specified within the Handbook or by ordinance, state or federal statute, rule, regulation, or collective labor agreement. Bargaining unit employees shall refer to their collective bargaining agreements for applicable terms and conditions of employment. This handbook shall apply to any topic or situation not superseded by the collective bargaining agreement.

Any matter not specifically covered by the Handbook or departmental rules and procedures shall be administered by the City Administrator in a manner consistent with the Handbook.

WAIVER OF RULES: The City Administrator reserves the right to temporarily waive any policy in specific instances when such waivers are legal, warranted, and justified in the interests of a more effective and responsive system of personnel administration. Any subsequent changes from the City will supersede the contents of this Handbook.

If any chapter, section or portion of this Handbook is found to be invalid by a duly constituted authority, it shall not affect the validity of the balance of these policies and procedures. If any portion of these policies and procedures is in conflict, the most recent amendments shall apply.

EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to providing equal employment opportunity for all persons without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, discipline, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the City is committed to providing an employment environment that is free from discrimination and harassment. All individuals associated with the City are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the processes outlined in this Handbook.

PROHIBITION AGAINST HARASSMENT, BULLYING, AND RETALIATION

1. Discrimination and Harassment

Discrimination and harassment consist of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status. Discrimination or harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

A specific category of harassment is sexual harassment. Sexual harassment is unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; (3) such conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment; or (4) employment, pay, benefits, title, position or other opportunities for advancement or training are conditioned on the submission to such unwelcome sexual advances or requests.

The following are examples of prohibited conduct that violate the City's prohibition against discrimination and harassment:

- Threats, intimidation, hostile acts, ridicule, gestures, or offensive conduct regarding one's protected status.
- Slurs, "slang," derogatory, or other verbal conduct that denigrates or shows hostility or aversion toward an individual.
- Jokes or pranks regarding one's protected status or mimicking speech/accent.
- Oral, written, visual, or electronic material that stereotypes, degrades, belittles, mocks, or shows hostility toward one's protected status.
- Display or circulation of offensive printed, visual, or electronic materials or pictures.
- Unwanted physical contact or sexual conduct of any kind, including flirtations, touching, advances, propositions, or requests for sexual favors.
- Verbal comments of a sexual nature, such as derogatory comments, sexually explicit jokes, sexual innuendo, or comments about a person's body.

- Visual conduct such as leering or staring at one's body parts or making sexual gestures.
- Verbal or physical conduct that is directed at an individual because of their sex or sexual orientation.
- Stereotyping or denigrating terms about a person's physical or mental disability.
- Conditioning a raise or promotion on sexual favors.

This list provides examples and is not all-inclusive. Courteous, respectful, non-coercive interactions between employees that are welcomed by both individuals are not in violation of this policy.

2. Bullying

The City requires employees to treat one another with dignity and respect. The City will not tolerate any degree of bullying behavior. Bullying is an ongoing and deliberate misuse of power in relationships, by one or more individuals, through repeated verbal, physical, and/or social behavior that intends to cause physical, social, and/or psychological harm. It is abusive conduct that may include:

- threatening, humiliating, or intimidating behaviors;
- work interference/sabotage that prevents work from getting done;
- or verbal or physical abuse.

The following conduct will not be tolerated and are examples of bullying treatment.

- Verbal bullying: slandering, ridiculing, or maligning a person or their family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; or abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, or damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

3. Protection Against Retaliation

The City forbids retaliation of any kind against employees who, in good faith, report discrimination, harassment, and/or bullying prohibited by any of its policies or against employees who participate in any investigation of such complaints. This means that an employee will not suffer economic harm, including but not limited to a loss of wages or benefits, as punishment for making a good faith report of violations of this policy or for participating in an investigation of such reports. If an employee feels they have been subjected to any form of retaliation, they should report the conduct to the City Administrator. If the City Administrator is the subject of the complaint, the employee should report concerns to the Mayor or the City's human resources representative.

4. Complaint Reporting and Handling

All employees of the City are responsible for helping to enforce this policy against discrimination, harassment, bullying, and/or retaliation. The reporting procedure outlined below should be used by any employee who believes they have been subject to, or have witnessed, workplace discrimination,

harassment, bullying, or retaliation. The City's reporting and handling procedure provides for a prompt, thorough, and objective investigation as well as appropriate disciplinary action.

1. The unwanted behavior should be addressed immediately. The employee should tell the offender that the behavior in question is not acceptable, needs to stop, and any repeat of the behavior will be reported. An offender could include another City employee or any other person who interacts with the employee while the employee is at work or performing work for the City. If an employee is uncomfortable confronting the offending individual; if the conduct is serious in nature, irrespective of any attempt to tell the individual to stop; or if the behavior did not stop upon the employee's request, the employee should immediately report the conduct as outlined below.
2. The City has several options for reporting potential violations of this policy. As soon as possible, any employee who believes they have been subjected to any form of discrimination, harassment, bullying, or retaliation, or has observed or is otherwise aware of such conduct, should provide a written or verbal report to their supervisor or the City Administrator. If the supervisor or City Administrator potentially violated this policy, employees can bring their concerns to the City Attorney. The report should be dated and signed and include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, emails, etc.).

The City endeavors to protect the privacy and confidentiality of all parties involved, but cannot assure complete confidentiality. Confidentiality is maintained on a "need to know basis" to the extent permitted by the circumstances and consistent with the City's obligations to conduct an effective investigation. A timely resolution of each complaint will be reached, and appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination, harassment, bullying, and/or retaliation. Employees are expected to take full advantage of the complaint reporting procedures, as well as any preventive measures or corrective opportunities that the City provides to avoid any discrimination, harassment, bullying, and/or retaliation.

REASONABLE ACCOMMODATION

1. Disability and Religious Accommodations

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities and to individuals whose sincerely held religious beliefs conflict with work obligations, the City will work with employees to provide a reasonable accommodation. A reasonable accommodation is a change or adjustment to the job application process, work environment, or work processes that would make it possible for a qualified individual with a disability to perform the essential functions of the job or an adjustment to the work environment that will allow the employee to comply with their religious beliefs.

An employee who requires an accommodation should contact their supervisor or the City Administrator and request an accommodation. The employee should specify the need for accommodation and that it is requested due to an inability to perform essential job functions or due to a conflict between religion and work. While the employee may request certain accommodations, the City may propose and may decide on an alternative reasonable accommodation. The City will make an individualized assessment

and provide employees with a reasonable accommodation, unless doing so would result in an undue hardship to the City or a direct threat to the health or safety of themselves or others that cannot be reduced or eliminated by reasonable accommodation.

2. Pregnancy Accommodation

The City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation would cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to their supervisor. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the supervisor will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat, and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

The City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

3. Lactation Accommodation

The City supports employees who are breastfeeding and is committed to providing reasonable accommodations that allow them to express milk or breastfeed at work, consistent with federal and state law. Any employee who is nursing a child may request a lactation accommodation.

Employees will be provided with a reasonable amount of break time as often as needed to express milk or breastfeed a child. When possible, this time should run concurrently with any paid break periods. If additional time is needed beyond paid breaks, the extra time will be unpaid unless otherwise required by law.

Supervisors and employees are encouraged to communicate openly to arrange schedules that balance operational needs with the employee's lactation needs.

Employees will be provided with a safe, private, and sanitary space to express milk or breastfeed. This space will:

- not be a bathroom;
- be shielded from view and free from intrusion by coworkers or the public;
- include an electrical outlet, a chair, and a flat surface for a pump and personal items; and
- be located as close as reasonably possible to the employee's work area.

Employees must be allowed to safely store expressed milk while at work, such as in a personal cooler, insulated container, or designated refrigerator. An employee's regular workspace may be used if it meets the privacy and safety criteria above.

Employees seeking an accommodation should contact their supervisor.

EMPLOYEE SELECTION, COMPENSATION, TIMEKEEPING, AND SCHEDULES

1. Employment Status

Employees of the City are considered **"AT WILL"** and may be terminated with or without cause, absent prior notice, regardless of any clause in this Handbook. Employee wages or salary, benefits, and job duties are affected, in part, by an employee's classification and job title. However, none of the employee classifications creates permanent employment status for any City employee. The primary classes of employees and their respective status are outlined as follows:

Full-Time Employee: Employees whose typical work schedule calls for thirty (30) or more hours of scheduled work during each seven (7) calendar-day payroll period. Full-time employees shall receive employee benefits provided by the City as such benefits now exist or may be subsequently changed.

Part-Time Employee: Any person who works less than thirty (30) hours a week, whose employment is expected to be on a continual basis in a regularly budgeted class or position. Such persons are considered "employees" but do not receive the benefits of full-time employees, nor do they enjoy any appeal rights, unless approved by the City Administrator.

Temporary/Casual/Seasonal Employees: Employees who provide services for the City on a (a) seasonal basis, (b) temporary basis, or (c) whose scheduled hours of employment for the entity are typically fewer than nineteen and three-quarter (19.75) hours during each seven-calendar-day payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by express written authorization. Employees who average 20 hours or more of work over a six-month

period are required to join the PERSI state retirement plan and pay the employee contributions as outlined under PERSI rules.

Significance of Employee Classification. The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Disciplinary and appeal actions concerning part-time or casual/seasonal and temporary employees are not subject to the guidelines set forth in this Handbook.

Statutory Employees. Appointed officers, pursuant to Idaho Code, are the City Clerk, Treasurer, City Attorney, and City Administrator. The terms and conditions of employment of these appointed officers are pursuant to applicable Idaho law, employment documentation between the City and the specific individual, or as outlined in this Handbook. Unless specifically agreed to otherwise, these appointed officers are at-will employees.

2. Recruitment and Selection

a. Recruitment and Selection Guides

The City typically uses a competitive hiring process to fill regular full and part-time positions. However, the Mayor, City Council, and/or City Administrator may determine, consistent with business needs, to select staff by whatever employment process deemed reasonable, providing it is consistent with applicable laws.

A Department Head shall notify the City Administrator in writing when a vacancy is anticipated or occurs in the department.

When using a competitive hiring process, vacant positions will be posted to allow external and internal applicants to apply. Typically, positions are posted for a minimum of five (5) consecutive workdays. A workday is defined as days that City Hall offices are open to the public.

b. Transfers at the City's Request

Transfers of current employees may be made at the City's request to satisfy management or operational needs. Additionally, a current regular employee who has gone through the City's competitive hiring process may be transferred or promoted into a regular position within their own or another department, without having to post the vacancy, provided the employee is qualified for the position and the transfer/promotion is approved by the respective Department Heads and City Administrator.

c. Employee Personnel Files

The City keeps official employee records in an electronic personnel file. Within these personnel files will be kept records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City. Materials may be contributed by any supervisory personnel and the employee, as long as the material is relevant to the employee's performance and tenure.

d. Access to Personnel Files

It is the policy of the City to allow limited access to the personnel files as required by law. Based upon the inherent confidentiality of personnel matters, access to other employees' personnel files shall be only with the authorization of the City Administrator, Mayor, City Treasurer, or City Attorney. Department Heads, or Division Managers, with approval from the Department Head, are authorized to review personnel files of their department.

Information regarding personnel matters will only be provided to outside parties with a release from the employee or, in limited circumstances where the release is deemed necessary, with the concurrence of the City Administrator and the City Attorney. Each employee shall have the right to review materials placed within their employment file at any reasonable time. Copies of materials within a personnel file are available to each employee without charge.

3. Employee Compensation

a. Compensation and Benefits Approach

The City takes a wholistic approach to providing compensation and benefits. Regarding compensation, the City's aim is for employees to feel valued and financially supported. Regarding benefits, the City's aim is for employees to have an understandable variety of benefits to address varied individual needs. In striving to achieve these aims regarding compensation and benefits, the City evaluates the following components:

- Fiscal responsibility and an acknowledgement that the City has one budget and values long-term financial forecasting to try and create stability for its employees.
- Internally equitable.
- Externally competitive and comparable in the marketplace.
- Recognition for employee contributions, performance, skills, certifications, and accomplishments.

b. Compensation Administration

An employee's rate of pay is based on an assessment of the position, training, experience, and the market for similar jobs. An increase in the wage rate or salary is dependent upon City budget considerations as well as each individual employee's job performance.

New hires will be placed at a salary based on their knowledge, education, and experience as determined by the Department Head with the approval of the City Administrator or designee, provided it is within the approved appropriation for that department.

c. Compliance with State and Federal Pay Acts

The City shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

d. Classification Plan

All employees of the City shall be classified in the position they hold with the City in the following manner:

a. Elected officials.
b. Exempt employees (as defined by the Fair Labor Standards Act “FLSA”).
c. Non-exempt employees (as defined by the FLSA).
d. Part-time or casual employees.

e. On Call and Call Back Pay

On-call time refers to time outside an employee’s regularly scheduled work hours during which they have concluded their regular shift and have left the worksite yet is expected (1) to be easily reached by telephone, text, radio or pager, (2) is ready and fit to work, and (3) is expected to respond within one hour to a problem or emergency situation. For on call pay, eligible non-exempt employees will be compensated for two (2) hours of pay at straight time for a twenty-four (24) hour period. On call pay is not considered time worked.

Callback pay refers to unexpected instances when a non-exempt employee is requested to return to work at a time they were not expected to work or called in to perform work on a day they were not expected to work. Non-exempt employees are guaranteed a minimum of two (2) hours of pay for a call back.

f. Shift Differential

The City recognizes that some positions require employees to work during evening, night, or weekend hours to meet operational needs and provide essential public services. To acknowledge the impact of these schedules, eligible non-exempt employees who are regularly assigned to work shifts outside of normal business hours will receive shift differential pay at a rate of 5% above their regular hourly rate for all qualifying hours worked.

Eligibility for shift differential pay is determined by the Department Director based on established work schedules and operational requirements. Occasional or temporary assignments to evening or weekend shifts do not automatically qualify for shift differential pay. When applicable, shift differential pay will be included in the calculation of overtime consistent with the Fair Labor Standards Act. Department Directors are responsible for ensuring accurate recording of shift differential hours, and questions regarding eligibility or application of this policy should be directed to Human Resources.

g. Right to Change Compensation

The City reserves the right to change general compensation through the budget process for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.

h. Wage Payment and Overtime

The FLSA requires all employees to be classified according to the provisions of the law. Therefore, for purposes of paying any compensation, all employees are classified as either “Exempt” or “Non-Exempt.” Exempt refers to employees who are not covered by and are “exempt” from the FLSA’s overtime requirements.

Regular employees who are non-exempt under the FLSA and applicable state wage and hour laws are eligible for either overtime pay or compensatory time at a rate of one and one-half times their regular hourly rate for actual hours worked in excess of forty (40) hours in one FLSA work week. Temporary non-exempt employees are eligible to earn overtime but are not eligible to earn compensatory time. As a condition of employment, the City retains sole discretion to provide non-exempt employees with compensatory time off in lieu of cash overtime.

Part-time non-exempt employees are not eligible for overtime pay or compensatory time until they have worked over 40 hours in their FLSA work week.

Employees who serve as sworn law enforcement officers will be subject to special exceptions found in the FLSA (See 207K).

According to the FLSA, only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Therefore, the City will not count paid leaves of absence, such as vacation or any other time for which the employee is compensated but does not actually perform work when computing hours worked in a work week, unless specifically outlined in this Handbook.

i. Extra Hours

When required by heavy work demands or customer service needs, the City can require any employee to work extra hours. The City will attempt to give at least one day's notice when extra hours must be worked, but reserves the right to require any employee, exempt and non-exempt, to work extra hours when the need arises.

j. Overtime/Compensatory Time Authorization and Use

Employees shall seek and receive authorization from their supervisor prior to working overtime or accumulating compensatory time. Employees are expected to seek prior approval from their supervisor to use compensatory time. The supervisor shall allow an employee to use the employee’s accrued compensatory time within a reasonable amount of time after requested, provided such use does not unduly disrupt the operation of the department or work unit.

k. Compensatory Time Eligibility and Accrual

Non-exempt regular employees are eligible to accrue compensatory time but are not authorized to accrue more than 60 hours of compensatory time during a fiscal year. Non-exempt employees who have accrued 60 hours of compensatory time shall be paid for any additional hours worked in accordance

with the City's overtime procedures. Employees must use their compensatory time before using accrued vacation.

Exempt regular full-time employees, other than Department Heads, may accrue compensatory time at the rate of one hour for each hour worked in excess of their standard workweek, not to exceed 40 hours. Compensatory time for exempt employees is a discretionary benefit offered by the City and is not required under the FLSA.

Regardless of the accrual limit, exempt employees are expected to work the hours necessary to fulfill their job responsibilities. Compensatory time for exempt employees does not constitute an entitlement and may be modified or discontinued by the City at any time.

l. Payoff of Accrued Compensatory Time

All non-exempt employees' unused, accrued compensatory time balances in excess of forty (40) hours shall be paid down toward the end of each fiscal year. No payment shall be made for the first 40 hours of accrued compensatory time until separation of employment or as allowed in this policy.

Employees promoted from non-exempt to exempt positions shall be paid for accrued compensatory time prior to their promotion. Non-exempt employees shall be paid for all accrued compensatory time when:

- changing to a lower paying position and/or
- changing departments or funds.

There is no monetary value associated with compensatory time for exempt employees, and it will not be paid out during employment or upon separation.

m. Workweek

The City designates all employees FLSA workweeks to be 12:00 a.m. Saturday through 11:59 p.m. Friday. 9/80 schedules are not permitted for exempt or non-exempt employees. The FLSA workweek has been designated by the City and it shall not be changed for the purpose of avoiding overtime payment.

n. Trading Shifts

A Department Head may allow employees to trade shifts if it will not create an overtime situation in terms of hours worked and provided that (a) it is voluntarily agreed to by both employees and (b) it is at the employees' request.

o. Volunteered Time

Non-exempt employees of the City shall not "volunteer" time for the purpose of avoiding overtime.

p. Working Out of Classification

Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.

The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and the immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of thirty (30) calendar days. Pay will be retroactive to the first day those duties were assumed.

Working out of classification compensation for employees shall be allowed only after written recommendation of the Department Head and concurrence by the City Administrator. For employees who are asked to work out of classification as a Department Head, the City Administrator shall recommend a proposed salary adjustment to the Mayor for approval. Recommendation and designation shall be accomplished prior to the assumption of the higher classification of responsibilities.

The employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%), whichever is higher.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustment and step increases, if the out of classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

4. Reporting and Verifying Time Records

It is the responsibility of each non-exempt employee to properly record the time that they worked during a payroll period. Each time sheet shall bear the electronic signature of the employee with a statement verifying its accuracy and a counter approval signature by a supervisor indicating that the hours claimed were actually worked. By recording clock in and clock out times and/or by diligently recording any deviations from their regular work hours on their time record, employees are certifying that their time record accurately reflects their hours worked and absences. Failure to carry out these duties may result in a delay of payment and disciplinary action.

5. Pay Periods

Each employee is paid every two (2) weeks, and the regular payday is every other Friday. If the payday falls on a holiday, the payday will occur on the first business day preceding the holiday.

6. Hybrid Work

Hybrid work is when an employee splits their work week or workday between working at a designated onsite City location and their home or another pre-approved offsite location. Hybrid work is meant for unique personal circumstances, requires supervisor approval, and is typically for limited periods of time. There are some City positions that do not align with hybrid work with the main determination being whether all essential job duties can be effectively and safely performed offsite through remote access to the City's technology systems.

Employees that believe they need hybrid work must provide their supervisor:

- a verbal or written request with the reason to perform hybrid work;
- the duration and schedule related to the requested hybrid work; and
- any other relevant information that the employee believes is relevant and/or as the supervisor requests.

If the supervisor approves hybrid work, the employee and supervisor will monitor the hybrid work arrangement to ensure it meets the needs of the City. All relevant City policies and procedures apply to hybrid work. Hybrid work can end at the supervisor's discretion based on the needs of the department and/or the City.

If an employee is denied hybrid work or is informed that a hybrid work arrangement is ending, the employee may request a review of the situation from the supervisor and City Administrator. Ultimately, the decision of the supervisor and City Administrator on the situation is the final determination.

Internet, office set-up, and travel costs, including mileage to and from the employee's work responsibilities while performing hybrid work, are ineligible for reimbursement.

Employees are responsible for maintaining their hybrid workspace in a safe condition. Employees are responsible for determining any tax implications, if any, related to maintaining a hybrid workspace.

7. Flexible Schedules and Workweeks

Each City department establishes the work schedules for employees assigned to that department. Because the nature of the work varies across the City, starting and ending times vary according to the needs of individual departments. Consequently, employees may be assigned to begin and/or end their workday outside of the typical 8:30 a.m. to 5 p.m. Monday through Friday schedule. Additionally, employees may be assigned to work a compressed schedule or begin and/or end their workweek on a Saturday or Sunday.

Business needs permitting; departments may also offer a flexible work schedule or compressed work schedule to accommodate personal, family, and other obligations. The City permits employees to have flexible schedules and compressed work schedules when such schedules align with the City's and department's business needs.

a. Flexible Schedule and Compressed Schedule

A flexible schedule is a schedule that allows employees to start or end their workday outside the typical 8:30 a.m. to 5 p.m. Monday through Friday work schedule.

A compressed schedule allows employees to work the equivalent of a full 40-hour work week in fewer than five days.

b. Approval Process

Employees who would like to work a flexible schedule and/or compressed workweek shall make their request verbally or in writing to their Department Head or designee. Whether an employee's request is granted is at the discretion of the department in consultation with the City Administrator. Employees' requests for flexible schedules are evaluated on a case-by-case basis and may not be feasible in some departments or for certain positions.

When evaluating an employee's request, the following factors should be considered:

- nature of the employee's responsibilities;
- reasons for the employee's request;
- staffing levels required to maintain service and production levels;
- department's capacity to handle changing workloads;
- employee's work record, including punctuality, reliability, productivity, and ability to meet deadlines;
- potential for an increase in the department's overtime/compensatory time numbers;
- employee's willingness to depart from a flexible schedule when needed;
- seasonal or cyclical changes in workloads might restrict the ability to grant flexible schedules during certain times of the year; or
- other business needs.

Departments are responsible for ensuring flexible schedules are granted in a manner that does not violate the city's Equal Opportunity Employment responsibilities.

If a department is unsure of how a flexible schedule will affect their operations, the department can approve a flexible schedule for a limited period, so they can evaluate whether the flexible schedule interferes with or hinders a business need.

If an employee's request for a flexible schedule is approved, the department shall document the new schedule and its effective date and notify the City Clerk.

As discussed and agreed to between an employee and supervisor, employees may take paid breaks lasting 15 minutes or less, or unpaid meal breaks lasting 30 minutes or more. The agreed upon schedule should align with the needs of effectively providing services and balancing an employee's need for breaks/meal periods during a workday. The City does not expect an employee to adjust their regular work schedule in order to accommodate the taking of a break.

c. Cancelling a Schedule

There is no right to a flexible schedule. The City retains the right to cancel or suspend a flexible schedule. If the timeframe for canceling the flexible schedule is not mutually agreed upon between the department and the employee, the department shall provide the employee with notice at least thirty (30) calendars days prior to canceling the flexible schedule. This timeframe may be shortened based on a stated emergency. An employee whose flexible schedule is cancelled or suspended can appeal that decision to the City Administrator within five (5) days of being informed of the cancellation or suspension.

d. Supervisor Review

Supervisors are expected to periodically evaluate how an employee's flexible schedule affects the employee's productivity, leave usage and accruals, the number of overtime or compensatory hours worked, holiday pay, and on-call/call-in pay.

Departments can require an employee adjust their work hours, within the parameters of applicable wage and hour laws and City policies and regulations, to ensure the employee does not work over 40 hours within their FLSA workweek, creating an overtime/compensatory time liability for the City.

e. Other Considerations

Non-exempt employees are not restricted from working hours or days outside their approved flexible schedule, providing all alterations to their approved schedule, including hours worked over 40 in the employees FLSA work week, are approved in advance by the employee's supervisor and meet the requirements of the City's wage and overtime requirements. Non-exempt employees can be required to depart from their flexible schedule to work overtime hours.

Exempt employees are expected to work as needed to meet business needs; therefore, a flexible schedule does not restrict exempt employees from working outside their approved schedule, including a flexible schedule.

Flexible schedules resulting in employees regularly working more than 12 hours per day are not permitted unless agreed to by the employee and supervisor and approved by the City Administrator.

As outlined in the Holiday policy, flexible schedules that consist of working more than 8 hours in a day do not change the amount of holiday pay an employee receives.

EMPLOYEE LEAVE, HOLIDAYS, AND BENEFITS

The City offers a number of employee benefits for full-time employees only. These benefit offerings are subject to change or termination at the sole discretion of the City Council or the City Administrator. If a program is terminated and not replaced with comparable benefits, participants will be notified. In some cases, there may be a waiting period before coverage begins. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works. For information on these, consult the applicable benefits booklet or contact your supervisor or the City Administrator.

1. Annual Vacation Leave

a. Full Time Employees

Vacation leave is available to full-time employees who have completed the equivalent of six (6) months of full-time employment. Each full-time employee accrues paid annual leave according to the length of such consecutive employment as follows:

YEARS OF SERVICE	VACATION ACCRUAL
Up to two (2) years of continuous service	8 hours a month/96 hours a year
Two (2) years, but less than five (5) years of continuous service	10 hours a month/120 hours a year
Five (5) years, but less than ten (10) years of continuous service	12 hours a month/144 hours a year
Ten (10) years, but less than fifteen (15) years of continuous service	14 hours a month/168 hours a year
Fifteen (15) years, but less than twenty (20) years of continuous service	16 hours a month/192 hours a year
Twenty (20) years of continuous service or more	20 hours/240 hours a year

b. Accrual Limits

The maximum accrual for regular, full-time employees is 300 hours.

An employee shall receive supervisor approval to take vacation time. Whenever possible, vacations are scheduled as requested by the employee, subject to the City's needs in ensuring proper service coverage and in balancing the various requests of employees. For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that service is continuous with no separation longer than six (6) months or the separation is (1) due to military service, (2) a written approved leave of absence, or (3) covered under conditions of reinstatement.

Upon separation from employment, after six (6) months' continuous service, all employees shall receive a lump-sum payment for earned, but unused, vacation leave at the hourly rate of pay for the employee's grade and step. Nonexempt employees also receive a lump sum payment for unused compensatory time. Where possible, such payment, in addition to the regular salary payment, shall be made to the employee on the regular payroll immediately following the employee's termination. In the event of an employee's death, payment for accrued vacation leave shall be made to the employee's estate.

2. Holidays

Twelve official holidays are provided for full-time employees. A paid holiday is computed at the employee's regular rate of pay. A paid holiday in which the employee does not work shall be considered

time worked for the purpose of overtime or compensatory time calculations for non-exempt employees.

Employees who have full-time active status on the date of any holiday shall receive compensation for that day, even though they do not work on the holiday, as long as the holiday falls on the employee's regularly scheduled workday. The City Administrator, as necessary, may change the holiday schedule at any time.

Eligible holiday hours for regular employees equate to 8 holiday hours for employees working 30 or more hours per week. If a non-exempt employee is typically scheduled to work more than 8 hours, such as a 4/10 shift, in order to not receive a reduction in pay, the employee may account for the excess scheduled hours by:

- using accrued vacation;
- using accrued compensatory time;
- flexing their schedule within the same FLSA workweek with supervisor approval; or
- taking leave without pay.

For example, if a full-time employee is regularly scheduled to work 10 hours and is eligible for an 8-hour holiday, the employee has the option of accounting for the remaining two hours by using vacation, compensatory time, taking leave without pay, or by working two additional hours within the same FLSA workweek with prior supervisor approval. Supervisors are encouraged, if business needs allow, to accommodate an employee's request to flex a work schedule. Sick leave shall not be used to make up the extra hours.

If a holiday falls during an employee's vacation, the holiday will not count as a vacation day.

Employees shall not be compensated for unused holidays upon separation of employment.

a. Holidays Falling on Days Off

Generally, for employees who work Monday through Friday, holidays falling on Saturday are observed on the preceding Friday and those falling on Sunday are observed on the following Monday. However, when a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the employee shall receive straight compensatory time for the number of eligible holiday hours allowed.

b. Working on a Holiday

If a non-exempt employee is required to work on a holiday, the employee will receive 1.5 times the normal hourly rate for all hours actually worked on the holiday, plus 8 hours of holiday pay. At the employee's discretion, the holiday hours may be awarded in compensatory time.

c. Recognized Holidays

New Year's Day	Labor Day
Martin Luther King, Jr./ Human Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Additional holidays may include those appointed by the President of the United States, the Governor of the State of Idaho, or the Mayor of Ketchum.

3. Leave

a. Sick Leave

Qualified employees begin to earn sick leave at the completion of the first full month after the date of hire. Full-time employees accrue sick leave benefits at the rate of 9 hours for each calendar month of continuous employment. Part-time employees and seasonal employees do not earn sick leave benefits. Employees do not earn sick leave benefits during any portion of a leave when they are not receiving their regular wages.

Sick leave may be used for the employee and when the employee is attending to their immediate family members. Sick leave can be used for the following reasons:

- Illness or injury
- Health care visits
- Mental and emotional health needs
- Preventative self-care

When a business need arises regarding the use of an employee's sick leave, the City may request medical certification from the employee. Employees may be required to present a fitness-for-duty release from their health care provider prior to returning to work. Employees are subject to disciplinary action for using sick leave in a manner that is not consistent with this policy.

Employees who know in advance that they need to use sick leave shall provide their supervisor with as much notice as possible. If an emergency or sudden illness prevents advanced notification, notification shall be provided as soon as possible.

Employees that use sick leave for reasons that qualify under the Family and Medical Leave Act (FMLA) shall comply with the FMLA's procedural requirements addressed in the Family Medical Leave section.

Upon supervisor review and approval, a non-exempt employee may be entitled to compensatory time in a workweek where the employee takes sick leave and also works outside of their regular hours of work. This provision may also apply to other approved special circumstances.

All sick leave shall be forfeited at the time of separation from service, and no employee shall be reimbursed for accrued sick leave at the time of separation. However, if the employee is reinstated to service within ninety (90) days after the date of separation, all sick leave credits accrued at the time of separation shall also be reinstated.

Notwithstanding the above, employees with a minimum of ten (10) years of service qualify for a payment for a portion of their accumulated sick leave at the time of separation. This payment is computed as follows:

- Retirement after ten (10) years of continuous employment:
    - Cap of 1,080 hours or fifty (50) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after fifteen (15) years of continuous employment:
    - Cap of 1,620 hours or seventy-five (75) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after twenty (20) years of continuous employment:
    - Cap of 2,200 hours or one-hundred (100) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.

At the election of the employee, this payment can be:

a cash payment to the employee, a cash payment deposited directly into the employee's 401k or other qualified retirement savings plan, or a combination of both (up to the qualifying limits);

- used to pay for a continuation of the City's Medical/Dental Insurance coverage for that employee and/or their family as proscribed by COBRA;
- used to pay the premiums for some other Medical Insurance Plan for which that employee and/or their family qualify; or
- deposited directly into a qualifying Health Savings Account (HSA) type of Medical Insurance Plan (up to the qualifying limits).

b. Bereavement Leave

Up to three (3) days of additional paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers, and sisters). This time off may be used to arrange for and attend a funeral or memorial service and to attend to other family matters. Additional leave may be granted from accrued vacation and/or sick leave. When there are unique circumstances related to bereavement leave and the employee needs additional time off, the employee should confer with their supervisor and the City Administrator.

c. Leaves of Absence

The City Administrator, after recommendation by the supervisor, may grant up to fifteen (15) days of unpaid leave for any justifiable purpose when the employee's vacation and sick leave have been exhausted. An employee may request, in writing, an unpaid leave of absence for up to fifteen (15) days. However, no employee is guaranteed a leave of absence. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

Because of fluctuating City needs, the City cannot guarantee reemployment when an employee's leave of absence expires. If the employee's position or comparable position is not available, the employee's name will be placed on a hiring list, and they will be considered for future vacancies if the employee meets the qualifications.

d. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

Employees receiving a jury summons or a summons to appear as a witness in a court proceeding should immediately advise their supervisor so arrangements can be made to accommodate the absence. In recognition of performing the responsibilities of a citizen, leave will be granted to full-time employees called to jury duty or to serve as a court witness. Full pay will be provided during the first three days of service. The City will pay the difference between the income employees receive from a scheduled forty (40) hour work week and the compensation received for jury duty, excluding mileage compensation. After the first three days, employees may elect to use accrued vacation time or an unpaid leave of absence. Special allowance may be made by the City Administrator upon a showing of inordinate hardship.

If employees are dismissed from jury duty before the end of the workday, they must report to their supervisor for instructions on whether to return to work for the remainder of the workday.

In the event the commitment to a trial may last for an extended period of time, employees must notify their supervisor. Jury duty for an exceptionally long duration may be compensated upon the discretion of the City Administrator.

e. Military Leave

A paid leave of absence will be granted to employees who are members of the National Guard, military reserves, or other uniformed services to participate in ordered and authorized field training, subject to a maximum number of fifteen (15) working days per calendar year. This paid military leave will not affect an employee's vacation or sick leave accruals.

The City will comply with all applicable federal and state laws related to military leave, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). If paid leave is not available, employees who are required to attend annual military training, extended active duty, or other qualifying military service may take the time as either regular vacation or unpaid leave. Employees are expected to provide advance notice of military duty and official documentation of orders when available.

Upon completion of military service, employees will be reinstated to their former position or a position of similar seniority, status, and pay, consistent with the requirements of USERRA.

f. Compassionate Leave

Employees may donate leave time to any City employee who has exhausted their vacation down to 32 hours, sick leave, or compensatory time and who requires absence from work due to illness or injury in accordance with FMLA. The following applies to donations:

- Donations may be made in a minimum of 1 (one) hour increments. For every hour of sick, vacation, or compensatory time donated, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 120 hours of sick leave for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with FLMA.
- An employee who returns to work either on a limited duty or on a part time basis may continue to use the donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened, coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- Donated time shall not count towards any leave cash out or conversion to retirement upon the employee's separation from the City.
- The employee's Department Head must approve the use of compassionate leave.

g. Parental Leave

The City recognizes that it is in a unique position to be a model for other government organizations. As such, in an effort to provide an opportunity for parents to bond and welcome a new child to their family, the City offers paid parental leave.

Parental leave is available to regular, full-time employees, regardless of gender.

Employees become eligible for parental leave on the first day of the month following 6 months of regular employment. The leave may be used only for the birth of the employee's natural child or adoption of a child (up to the age of 18 years old) in order to promote bonding with the child. When an employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA (please refer to the Family and Medical Leave policy for details). Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an employee's natural child or the legal placement of a child with an employee for the purposes of adoption. The maximum amount of paid parental leave is six (6) work weeks. However, employees may be eligible for additional leave, such as Family and Medical Leave, which may be paid or unpaid as outlined in that policy.

Parental leave may be taken in a single, continuous block of time or in one workday increments. However, employees are only eligible for parental leave once in the 12 months following the birth/adoption date.

The employee's actual workweek counts as a week of leave regardless of the number of hours worked.

Parental leave shall be requested at least 30 days prior to the child's anticipated due date/adoption date, absent any unforeseeable circumstances.

4. Benefits

The City, through the City Administrator, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as law otherwise requires.

a. Benefits for Casual/ Seasonal Employees

Casual/ seasonal employees shall only receive Worker's Compensation Insurance and hours worked.

b. Insurance Coverage

The City provides health, vision and dental insurance to employees who are hired to work 20 or more hours per week. The plan document and other benefit information outlines the cost of health care coverage. Insurance coverage begins on the first day of the month following the start of employment with the City. All coverage is subject to policy terms and changes at any time. Claims procedures are administered by the City Treasurer's Office.

Limited life insurance coverage and limited disability programs may be provided to full-time employees. Questions regarding the terms of these programs should be directed to the City Treasurer.

Workers' Compensation insurance covering job-related injuries is provided for all employees. Questions about Workers' Compensation insurance should be directed to the City Treasurer's Office.

c. Retired Employee's Health Insurance

The City offers health insurance to retired employees under the following conditions and eligibility rules:

1. An employee must be a full-time, active employee of the City and enrolled under the III-A plan for a period of at least one year prior to being eligible for the benefit. Elected officials are excluded from coverage.
2. Attain the Rule of 80/90 as defined by PERSI (For purposes of the definition of the Rule of 80/90 the PERSI definition applies, notwithstanding whether an employee is participating in PERSI, or
3. An employee may retire early if:
    a. Employment ends after meeting the minimum age requirement and
    b. Employee has at least 60 months of full-time employment with that employer or 60 months of credited service, whichever applies.
4. Minimum Age Requirements for early retirement
    a. General members: The minimum retirement age for general members is 55. Employees may retire the first day of the month following the month they turn 55.
    b. Public Safety Officers: The minimum retirement age for public safety officers (police/firefighters) is 50. Employees may retire on the first day of the month following the month they turn 50.

c. Members with Mixed Service who have accrued service credit as both a general member and as a public safety officer have mixed service. The minimum retirement age for someone with mixed service will be between the ages of 50 and 55.

5. There can be no lapse in coverage. The employee must transition from active to retiree status with no lapse in coverage. If they leave the plan after their employment ends for any length of time, they are no longer eligible for retiree coverage.
6. Survivor Benefits are also extended to retirees' dependents. If a retiree passes away while covered under the III-A, their covered spouse and dependents are allowed to remain on the III-A plan until the spouse becomes Medicare eligible. As previously stated, there cannot be a lapse in coverage.
7. When a retiree reaches the age of 65 and is termed from the plan, their covered spouse and dependents are also termed from the plan.
8. These rules also apply to vision and dental plans, if applicable.

d. Retirement

The retirement plan of the City combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA). PERSI charges a percentage of an employee's gross salary, which is presently exempt from the Federal and State income taxes, and the City matches this with an additional larger contribution. Contact the City Treasurer for further information.

e. Education Assistance

The City offers employees financial assistance with their education. Education assistance applies towards college courses, certificate programs, and professional/technical badges. All of these categories are considered Professional Development. Education assistance is guided by the following:

- Professional Development must directly relate to the employee's present or potential promotional assignment within the City.
- Departments must have sufficient budgetary resources prior to approval. The absence of budgeted funds is a reason for the denial of the request.
- If approved, the City shall reimburse the cost of the Professional Development opportunity.
- To participate in the City's Education Assistance program, an employee must submit a request to their supervisor and obtain approval from the Department Head prior to enrolling in the Professional Development opportunity.
- The employee must submit evidence of satisfactory completion of the Professional Development opportunity.
- The employee shall refund the City a proportional amount of the Professional Development opportunity if the employee terminates employment or is terminated for cause within two (2) calendar years of completion of the approved course. To determine the prorated amount, the approved cost of the Professional Development opportunity will be divided by twenty-four (24) months, and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

All employees who pursue professional certification (i.e. paramedic licenses, Police Academy, Water and Wastewater Operator's License, etc.) and who participate in the Education Assistance program, at the

City's Expense, will be required to accept the following reimbursement schedule if the employee voluntarily leaves employment with the City.

Date of Separation	% of Reimbursement
Up to 12 months from receiving assistance	100%
12-18 months from receiving assistance	50%
18-24 months from receiving assistance	25%

f. Miscellaneous Benefits

In addition to the benefits listed above and on the previous pages, other miscellaneous benefits are available to full-time regular employees. The City may offer miscellaneous benefits to its employees in accordance with the policies or other documents which establish the programs.

g. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

FAMILY AND MEDICAL LEAVE (FMLA)

1. FMLA

The City complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

2. Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- have worked at least twelve (12) months for the City;
- have worked at least 1,250 hours for the City over the twelve (12) months preceding the date the leave would commence; and
- currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

3. Reasons for Leave

Employees can use this leave for the following reasons:

- to care for the employee's child within the first year after birth or placement for adoption or foster care (if the leave is for a child of spouses that both work for City of Ketchum and are eligible for FMLA leave, the spouses can take a combined total of 12 weeks of FMLA leave);
- to care for a family member with a serious health condition;
- for an employee's own serious health condition which makes the employee unable to perform any of the essential functions of the employee's position;
- for employees with a spouse, child, or parent in the military to attend to a "qualifying exigency;" or
- to care for a spouse, child, parent, or next-of-kin who is a covered service member of the armed forces and suffered a serious injury or illness that was incurred or aggravated in the line of duty ("military caregiver leave").

Employees may take up to 26 weeks of unpaid time off in a single 12-month period for military caregiver leave, beginning on the first day of leave. Up to 12 of those weeks may be for a reason other than military caregiver leave.

Important Definitions

- Family member: a parent, spouse, or child.
- Parent: the biological parent of an employee or an individual who had parental responsibility for an employee when the employee was a child.
- Child: a biological, adopted, or foster child; stepchild; legal ward; or a child for whom the employee has parental responsibility and who is either under 18 years of age or older than 18 and incapable of self-care because of a mental or physical disability.

Qualifying exigencies include:

- advance notice of military deployment of 7 days or less (for which employees can take up to 7 days of FMLA leave);
- short-term rest and recuperation leave (for which employees can take up to 15 days of FMLA leave);
- making childcare arrangements for the military member's child;
- attending certain military ceremonies and briefings; and
- making financial or legal arrangements to address a military member's absence.

Other Types of Leaves

Any leave taken under this policy may run concurrently with leave taken under applicable state law where the statutes allow for leave for the same reasons.

Leave under this policy used for military caregiver leave will run concurrently with any other military leave the employee is eligible for.

Employees may substitute any unused paid time off for while taking FMLA leave if the reason for FMLA leave also qualifies for paid time off. However, during any part of FMLA leave when an employee is receiving disability, Workers' Compensation, or paid family leave benefits, available paid time off can only be used to supplement those benefits if the employee and the City mutually agree, and state law

permits that. The substitution of paid leave for unpaid FMLA leave does not extend the length of the FMLA leave period.

Leave Usage

Employees must generally take FMLA leave in full-day increments, but they can take leave on a reduced schedule or intermittently in some circumstances, including when the leave is related to:

- a medical necessity due to a chronic serious health condition;
- a medical necessity due to an expected medical treatment of a serious health condition;
- a medical necessity related to a covered service member's serious injury or illness;
- a qualifying exigency related to covered military service; or
- the birth, adoption, or foster placement of a child (if approved by the Organization).

For incremental leave or reduced schedules, employees must take leave in at least one-hour increments.

Notice

Employees must provide at least 30 days' notice of their need to take leave if the need is foreseeable. Otherwise, they must provide as much notice as practicable. Employees must try to schedule planned medical treatments to not disrupt City operations. If the leave is for a qualifying military exigency, employees must provide notice as soon as practicable, whether the need for leave is foreseeable or not.

Failure to comply with these rules may result in deferral of leave until the employee complies with this policy. If an unforeseen need for leave arises, employees must follow the City's standard absence notice procedures, unless unusual circumstances prevent the employee from doing so.

Documentation

The City may request that employees provide certification of leave within 15 days of their request for leave unless that's impracticable in the circumstances. If the City determines a medical certification is incomplete or insufficient, the City will provide the employee with written notice of the deficiencies, and the employee will have 7 days to provide complete information. If the employee does not provide the requested information within that time frame, the City may deny the leave request.

If the leave is needed to care for a sick child, spouse, or parent, employees must provide a certification from a health care provider that states (1) the date the serious health condition started, (2) an estimate of how long the condition will last, (3) the estimated amount of time the health care provider will provide care, and (4) a confirmation that the family member needs the employee's help.
If the leave is needed for an employee's own serious health condition, they must provide certification from a health care provider that states (1) the date the serious health condition started, (2) an estimate of how long the condition will last, and (3) that the employee is unable to perform their essential job functions because of the serious health condition. If the City has reason to doubt the truth of the certification, it may require, at its expense, a second opinion from a health care provider designated by the City. If the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtains the opinion of a third health care provider designated or approved by the City and the employee. The opinion of the third health care provider will be final and binding.

The City may also request medical certification for other leave-qualifying reasons if not prohibited by applicable law. The City requires certification from an employee's health care provider that the employee is fit to return to work. Failure to provide this certification will result in the denial of reinstatement until the certificate is obtained. If employees don't provide the certification within 3 business days after the employee's scheduled return date, they will be considered to have voluntarily resigned. The City may ask for recertification from the employee's health provider. For example, if an employee's medical condition lasts longer than 1 year, the City may request a new certification from the employee's health care provider every 12 months. If an employee is absent from work due to an ongoing medical condition covered under this policy, the City may ask for a new certification from the employee's health care provider every 6 months.

Leave Calculation

Only the amount of leave taken may be counted against an employee's FMLA leave. Where an employee takes FMLA leave for less than a full workweek, the amount of FMLA leave used is determined as a proportion of the employee's actual workweek. The amount of FMLA leave taken is divided by the number of hours the employee would have worked if the employee had not taken leave of any kind (including FMLA leave) to determine the proportion of the FMLA workweek used. For example, an employee who normally works 30 hours a week but works only 20 hours in a week because of FMLA leave would use one-third of a week of FMLA leave. The City may convert the FMLA leave usage into hours so long as it fairly reflects the employee's actual workweek.

Leave under this policy is calculated on a rolling 12-month basis, measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months. This method ensures that no more than 12 weeks of leave are available within any 12-month period (or 26 weeks for military caregiver leave).

Time that an employee is not scheduled to report for work may not be counted as FMLA leave. If the City temporarily stops business activity and employees aren't expected to report for work for 1 or more weeks (for example, a school that closes 2 weeks for the winter holiday, or a plant that closes for a week for repairs), the days the business activities have stopped don't count against the employee's FMLA leave.

When a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day. When an employee's schedule varies so much that the City is unable to determine how many hours the employee would have worked during the week the employee takes FMLA leave, the City may use a weekly average to calculate the employee's FMLA leave entitlement. The weekly average is determined by the hours scheduled over the 12 months prior to the beginning of the leave and includes any hours for which the employee took any type of leave.

Required overtime hours that are not worked by the employee because of an FMLA-qualifying reason may be counted as FMLA leave. However, voluntary overtime hours not worked due to an FMLA-qualifying reason may not be counted as FMLA leave.

Checking In

If an employee takes FMLA leave because of their serious health condition or to care for a family member, they must contact the City periodically regarding the status of the condition and their intention to return to work. Employees must also give notice as soon as they can (within 2 business days if feasible) if the dates of leave change, are extended, or initially were unknown.

Other Information

The City will never retaliate against employees for requesting or taking FMLA leave. Employees have the right to return to the same position they had before they took leave or an equivalent position with the same pay, benefits, working conditions, privilege, status, duties, and responsibilities, subject to any exceptions under the law. Employees will be able to continue participating in any health benefit plan while on leave but must continue to pay their portion of the insurance premium. In some instances, the City may recover premiums paid to maintain health coverage for employees who fail to return to work following FMLA leave. Employees will not accrue any paid leave while taking FMLA leave.

RULES OF EMPLOYEE CONDUCT

The City expects and encourages a work environment of respect and professionalism. All City employees are required to conduct themselves in a respectful and courteous manner that is appropriate for the workplace. This policy applies to all City employees, elected officials, representatives, and volunteers. While it is impossible to list every type of conduct that is acceptable/unacceptable, the following are the City's expectations and also includes examples of conduct that when violated may result in disciplinary action, up to and including termination.

1. Shall be prompt and regular in attendance at work or other required functions. If an employee will be unable to report to work, or will be late, the employee must let their immediate Supervisor know as soon as possible, and always before the scheduled starting time. If the Supervisor is unavailable, a message may be left that includes the reason for being late or absent and a telephone number where the employee may be reached. If an employee's absence or tardiness is due to an emergency, the employee should call in, or have someone call in on the employee's behalf, as soon as possible.
2. Shall comply with the dress standards established in a department for which the employee works. The City Administrator or other department head may set dress standards. In the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
3. Shall dedicate primary efforts to City employment with secondary employment subject to approval by the department head or City Administrator. The request for secondary employment shall be made in writing.
4. Shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom the employee has official relationships while on business of the City in violation of applicable laws. No gift may be accepted which would create the impression that the giver was seeking special favor from the employee.
5. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of an official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.

6. Shall not release personnel information or any other public record absent adherence to state law and without the express authority of the public official responsible for custody of the record or without an order from a court of competent jurisdiction.
7. Shall not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the City's workforce. Smoking and use of tobacco products is prohibited in all City-owned buildings and vehicles. Smoking by employees is permitted only during rest or meal periods and only outside of City buildings. As the abuse of alcohol or any other drug is a serious threat to both personal health and job performance, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of alcohol or drugs, except as authorized by a physician, while on the job.
8. Shall not engage in conduct in the operation of a motor vehicle that impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.
9. Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the City Council or the official or department for whom the employee works.
10. Shall not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
11. Shall not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
12. Shall avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
13. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
14. Give efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the City Council and elected officials. Each employee shall be subject to the administrative authority of the Mayor, City Administrator, and the department head who supervises the department where the employee works.
15. Adhere to any code of ethics in their profession and not engage in conflicts of interest or use their public position for personal gain.
16. Follow all rules for the care and use of public property to ensure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
17. Abide by all departmental rules whether they are written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or the United States.
18. Abide by all pertinent statutes and City ordinances concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records or information that is not open to public scrutiny in accordance with the direction of the responsible official.
19. Adhere to the defined work schedule and procedures for exceptions to normal work schedules. Each employee shall follow all rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements, or for imposition of appropriate disciplinary penalties.

20. Follow all rules regarding work hours, breaks and lunch periods, including provisions granting supervisors authority to adjust them. The timing of work hours, including breaks and lunch periods, may be changed to accommodate the completion of necessary work.
21. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated, and that proper consideration can be accorded to injured workers and the public.
22. Report any accidents observed to have occurred on City property or involving City property. Each employee shall provide as much information as they can from the observations made in the course of activities associated with the employee's work. Such information should be reported to the employee's immediate supervisor as soon as physically possible, and reasonable efforts should be made to assist those persons in need. A workers' Compensation injury report may need to be completed.
23. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
24. Keep their general work area clean and orderly. While the City employs custodial services to maintain larger areas, individual employees are responsible for the neatness of their own work areas. Computers used in conjunction with employee workstations shall be used for office-related functions only. Passwords assigned to employees shall be kept confidential and changed on a periodic basis. Employees must not write their login password and information down or share it with others.
25. Maintain security of records and property of the City. Employees shall immediately report any suspicious circumstances or missing items to their supervisor. All employees shall secure their individual workstations using designated log off prompts or other password-related security checks when away from their station.
26. City Employees should not disclose any confidential information, or disclose information from internal discussions, related to property, permitting, government, or affairs of the City without prior approval of the City Attorney or City Administrator. Under no circumstances should an employee use such information to advance the financial or private interests of the employee or others.
27. Perform such obligations and duties as necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
28. Use City issued credit cards in a lawful and fiscally responsible manner. Such credit cards may only be used for valid authorized expenses. Credit cards shall be issued by the City Treasurer and may be revoked for any reason. City credit card policy must be signed and retained in an employee's personnel file.
29. Engage in abusive, unprofessional, or inappropriate conduct to fellow employees or to the public, or use abusive or inappropriate language in the presence of fellow employees or the public. Abusive language shall include, but is not limited to, profanity and loud or harassing speech.
30. Engage in malicious gossip and/or spreading rumors, engaging in behavior designed to create discord and lack of harmony, willfully interfering with another employee's work output, or encouraging others to do the same.
31. Use work time for personal business including but not limited to the following actions: selling of goods and services or voicing religious, political, social, or personal views to members of the public during the workday. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees. While employed, it is essential to maintain a clear distinction between personal opinions and representing the City's views. When expressing

personal opinions, whether in person or on social media, it is crucial for an employee to clarify that the opinions are the employee's and not reflective of the City's position.

32. Engage in political activities while on duty in public service. This rule shall not apply to elected officials. Employees shall enjoy full political rights when not carrying out their work obligations.
33. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
34. Harass or discriminate in the treatment of co-workers or members of the public on the basis of a protected class status.
35. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the entity or other public officials.
36. Abuse employee benefit offerings by taking unjustified sick leave, annual vacation, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with City policy.
37. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City policy for use of annual leave, sick, bereavement, or other types of leave granted by the City.
38. Engage in prolonged visits with children, friends, or family members; salespersons; or others not related to City business, whether in person, over the telephone, or in an electronic manner, including email and instant messenger, or engage in any personal endeavor which interfere with the course of work in the office or department in which the employee serves.
39. Use telephones, computers or other City property in the office or workplace in a manner that disrupts the work or workflow. Workplace equipment shall not be used for any purpose relating to the employee's business or other personal interests.
40. Fail to report to the City Administrator within forty-eight (48) hours, or in accordance with the Drug Free Workplace Act, a felony or misdemeanor conviction, excluding minor traffic violations.
41. Disregard any rule established by the Mayor, City Administrator, or department head to maintain order and productivity in the workplace.
42. The City strictly prohibits a supervisor from dating or engaging in a romantic or sexual relationship with an employee that they supervise. Romantic or sexual relationships between other employees shall not create conflicts of interest or discord or distractions that interfere with other employees' productivity.
43. Employees are encouraged to report in good faith any waste of public funds, property, or resources; any unsafe acts; or any violation of law, City policies, or regulations. When possible, such reports should be at a time and in a manner that gives the City a reasonable opportunity to correct the waste or violation.
44. Employees are expected to fully cooperate with investigations. This policy prohibits any adverse action against an employee for participating or giving information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review. Employees who engage in adverse actions or retaliation are subject to disciplinary action, up to and including termination of employment, and may be subject to civil fines pursuant to applicable law.
45. Employees are prohibited from making reports when the employee knew or reasonably should have known the report was malicious, false, or frivolous.

CORRECTIVE ACTION

The City's corrective action procedures are designed to provide City departments with a standardized process to communicate expectations and prevent a recurrence of undesirable employee behavior. Outlined below are the progressive steps of the City's discipline procedure. The City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and/or performance has on the work group or organization.

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, as determined by the City, the discipline issued will depend on the seriousness of the behavior, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible.

The following actions, in no particular order, are among the available disciplinary steps that can be taken by the City Administrator or Department Head in response to personnel policy violations:

- Oral warning
- Written warning
- Formal written reprimand
- Suspension with or without pay
- Involuntary demotion
- Probation
- Termination

There is no appeal from any of the above levels of discipline. However, the City requires that employees receive written notice and an opportunity to be heard before any of the following actions occur: termination of employment, involuntary demotion where there is a loss of pay, or an unpaid suspension. The employee will receive a Notice of Intent to Discipline outlining what the employee allegedly did, referencing any policies or regulations, rules, laws, or previous directives that the employee allegedly violated, a statement that termination, involuntary demotion, or unpaid suspension may be issued if a violation is found, and sets forth a time to discuss the contents of the letter.

The meeting to discuss the contents of the Intent to Discipline letter will include the Department Head, the City Administrator or designee, and the employee. At the meeting, the employee will be informed of the information supporting the allegations and will have an opportunity to share any relevant information. If the employee fails to attend the meeting, the City will base the decision on the available information.

The Department Head and City Administrator or designee will consider all of the information and make a decision and notify the employee in writing of the outcome of the Intent to Discipline meeting. There is no internal appeal of the written decision.

PERFORMANCE MANAGEMENT – *The City is currently revising the performance management process.*

Each employee may be evaluated at six months of employment to receive any cost-of-living adjustment or bonus program increases and then on an annual basis to assess the performance of that employee in the job being performed for the City. Formal performance appraisals are usually conducted after an employee's first six-months of employment with the City in a new position of responsibility. Thereafter, formal performance evaluations may take place at the end of each year thereafter. Formal evaluations may also be completed at other times as the need arises.

Regular performance appraisals provide both the employee and their supervisor the opportunity to discuss how well each employee is meeting expectations, to clarify job responsibilities, make corrections when needed, and to explore possibilities for the development of skills and advancement. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City. Each supervisor must complete a standard evaluation form, or other format provided by the City Administrator, which shall be placed in the employee's personnel file. The City may ask the employee to sign the performance appraisal to indicate that it was reviewed with the employee, but the employee's signature does not signify that the employee agrees or disagrees with the City's evaluation.

PROBLEM RESOLUTION

Employees are encouraged to openly discuss employment-related concerns with their supervisors at any time. Supervisors should maintain an open-door approach for such discussions. If a concern develops into a grievance, the following process can be used to resolve employment-related grievances promptly. A grievance is a work-related matter, excluding matters or issues where a separate review or hearing process exists, such as allegations of discrimination or harassment and discipline and termination decisions.

If an informal discussion between the employee and their direct supervisor does not resolve the employee's concerns, the employee must put in writing their concerns and provide this to the supervisor within ten workdays of when the informal discussion occurred. If a resolution is reached, this must be documented and signed and dated by the employee and the supervisor. The supervisor shall put the written resolution in the employee's personnel file. If a resolution is not reached, the supervisor shall provide a written reason to the employee.

If a resolution is not reached, the employee can appeal in writing the supervisor's decision to the next level of supervision. The next level supervisor must receive the employee's written appeal within five workdays of when the employee received the supervisor's written decision. The next level supervisor can choose to meet with the employee to discuss the matter. If a resolution is reached, this should be documented and signed and dated by the employee and the next level supervisor. The next level supervisor must put the written resolution in the employee's personnel file. If a resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached or the next level of supervision is the City Administrator, the employee can appeal the decision to the City Administrator or Mayor, if the City Administrator is the subject of the grievance. The employee's appeal must be in writing and submitted within five workdays of receiving the previous level supervisor's decision. The City Administrator/Mayor can choose to meet with the

employee to discuss the matter. The City Administrator/Mayor will make a final, written determination of the matter. There is no appeal from the final determination. The final written determination will be placed in the employee's personnel file.

ETHICS AND CONFLICTS OF INTEREST POLICY

The City expects all employees to uphold the highest standards of honesty, integrity, and impartiality in performing their duties. Employees are responsible for conducting themselves in a manner that promotes public trust and confidence in the City's operations.

Employees must avoid situations that could create a real or perceived conflict between their personal interests and the interests of the City. A conflict of interest exists when an employee's personal, financial, or other interests could improperly influence—or appear to influence—the performance of their official duties.

Employees are required to disclose any potential or actual conflicts of interest as soon as they arise. Ethical concerns or possible conflicts should be brought to the attention of the City Administrator or their designee.

The City also provides a confidential reporting option for employees who wish to report concerns anonymously through the City's internal employee portal. Retaliation against individuals who raise concerns in good faith is strictly prohibited.

DOGS IN THE WORKPLACE

The City recognizes that dogs can contribute to a positive and welcoming work environment. Employees may bring their dogs to work with prior approval from their Department Director, provided that doing so does not interfere with operations, safety, or the comfort of others.

Eligibility and Expectations

- Employees must ensure their dogs are house-trained, well-behaved, and current on vaccinations.
- Dogs must be under control at all times, either on a leash or confined to the employee's immediate work area. Public safety is a priority. Having a dog in an area that the public regularly frequents may be cause for a denial to bring a dog to work.
- Dogs may not be left unattended in City facilities.
- The presence of dogs must not disrupt others, create odors, excessive noise, or cause allergic or safety concerns.
- If another employee objects due to allergies, fear, or other reasonable concerns, the Department Director will determine an appropriate resolution, which may include revoking permission.

Responsibility and Liability

- Employees are solely responsible for the behavior and actions of their dogs.
- Any damage or injury caused by an employee's dog, including bites or property damage, is the employee's personal responsibility.
- The City will not assume liability for injuries or damages arising from an employee's decision to bring a dog to work.

Revocation of Privilege

Bringing a dog to work is a privilege, not a right. This privilege may be revoked at any time at the discretion of the Department Director or City Administrator if:

- the dog exhibits aggressive, disruptive, or unsafe behavior;
- the employee fails to maintain control or cleanliness; or
- the presence of dogs negatively affects workplace safety, productivity, or morale.
- Employees are expected to remove their dogs immediately if requested by leadership.

Exceptions

This policy does not restrict or replace reasonable accommodations for service animals or emotional support animals as required by law.

WEAPONS

The City is committed to providing a safe and secure environment for employees. While the City respects the rights of individuals to lawfully own and possess firearms, weapons in the workplace present serious safety concerns. To maintain a safe and productive environment, employees must follow the guidelines below.

Prohibited Weapons in City Buildings

Employees are prohibited from carrying or possessing firearms or other dangerous weapons inside any City-owned or leased building or facility, including City Hall, the Recreation Center, Public Works offices, and other indoor workspaces. This restriction applies whether employees are on duty or off duty and includes concealed and openly carried weapons.

Weapons in Private Vehicles

The City does not restrict employees from lawfully transporting or storing firearms in their privately owned vehicles while parked in City-designated parking areas, provided that all of the following conditions are met:

- The employee is legally permitted to own and carry the firearm.
- The vehicle is authorized to be parked in the area.

The firearm is:

- kept out of sight while the employee is in the vehicle; or
- stored out of sight and locked inside a compartment, container, or securely attached part of the vehicle when unattended.

If these conditions are not met, possession of a firearm on City property is prohibited.

Definitions

For the purpose of this policy:

- City property means all property owned, leased, or controlled by the City of Ketchum, including buildings, vehicles, parking lots, and workspaces.
- Dangerous weapons include, but are not limited to, firearms, explosives, large knives, or any object designed or used to cause serious bodily harm.

Work Tools and Exceptions

Small tools such as box cutters, utility knives, or scissors that are required for an employee's job duties are permitted. Employees are responsible for ensuring that any item they bring to work is not considered a dangerous weapon.

This policy does not restrict or replace reasonable accommodations for lawful service weapons carried by law enforcement or authorized personnel.

Enforcement

Violations of this policy will be addressed in accordance with the City's standard disciplinary procedures, up to and including termination of employment. The City reserves the right to make appropriate inquiries or take action if it believes an employee poses a risk of harm to themselves or others.

EMPLOYEE USE OF CITY VEHICLES

If an employee uses one of the City's vehicles or uses their own vehicle while performing their work duties, the following applies:

1. To use a City owned vehicle, the employee must have and carry with them a valid Idaho driver's license. If an employee uses their own vehicle for City business, evidence of satisfaction of insurance and a copy of their current driver's license must be kept in the employee's personnel file.
2. Employees may not loan out City-owned vehicles or equipment to others without permission from the City Administrator or Department Head. The employee must operate a vehicle in a safe, courteous, and lawful manner.
3. Employees may not use City-owned vehicles for personal use, including but not limited to errands and travel to and from an employee's home, unless otherwise authorized by the City Administrator or Department Head.
4. If an employee has a City-owned vehicle for use on an on-going basis, the employee must maintain the vehicle in proper working order.
5. Employees must not operate a City vehicle while under the influence of drugs, alcohol, or any controlled substance.
6. Employees must promptly notify their supervisor and the City Administrator of any citations for moving violations or accidents and provide a copy of the employee's driving record upon

request. Any citation will require the Employee to submit to a drug or alcohol test, unless waived by the City Administrator. Vehicle damage may require the Employee to submit to a drug or alcohol test.

7. Each employee must report any state-imposed driving restrictions to their immediate supervisor. Each employee is also obligated to notify their supervisor in the event that their driving abilities are impaired by anything other than state restrictions.
8. Only authorized signs shall be placed on any City owned vehicle.

USE OF PORTABLE ELECTRONIC DEVICES WHILE DRIVING OR BICYCLING

The use of portable electronic devices shall be prohibited while an employee is operating a motor vehicle or bicycle on City business. Use of a hands-free system, such as Bluetooth or headphones; an affixed GPS system; or a vehicle mounted mobile data computer is permitted.

Portable electronic device means a hand-held, mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communication device, GPS or navigation system, electronic gaming device, or portable computing device.

Handheld cell phone use is permitted in the event of an emergency, such as calling 9-1-1 to report a crime or an accident. Even in an emergency situation, it is best to pull over and come to a complete stop before using or operating any mobile or handheld device.

EMPLOYEE TRAVEL

1. Same Day Out of Town Travel

Travel time to and from out-of-town training or meetings will be considered time worked for employees classified as non-exempt under wage and hour laws. Employees must submit all receipts along with a travel expense voucher in order to receive reimbursement. The time spent traveling to and returning from the other city is work time, except that the City deducts/does not count that time the employee would normally spend commuting to the regular work site.

2. Out of Town Overnight Travel

For overnight travel, travel time during the employee's regular workday is compensable for employees classified as non-exempt under wage and hour laws. Therefore, if an employee will be away from home overnight, the travel should be planned and scheduled (whenever possible) to occur during the employee's normal work hours. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Employees shall use the most practical mode of travel from the standpoint of time and expense. Supporting documentation shall be attached to the travel expense voucher.

Reimbursement for travel by common carrier shall be limited to the lowest cost means of travel unless it is impractical or not available. When for personal reasons a traveler is authorized by the Department Head to use a private conveyance in lieu of a common carrier, reimbursement will be limited to an amount for travel, meals, lodging and miscellaneous expenses equal to the amount which would have been incurred had the travel been by common carrier. Authorized travel time shall be limited to that which would have been allowed had the employee traveled by common carrier. Unless the Department Head specially authorized a leave of absence, excess travel time incurred by the authorized use of a private conveyance for personal reasons during working hours shall be charged to the traveler's accrued leave.

A Travel Request Form shall be submitted and approved prior to any travel taking place. For reimbursement of travel expenses, a Travel Expense Report shall be filed by the employees for reimbursement of expenses, which must be approved by the department head. The purchase of alcohol will not be reimbursed.

TECHNOLOGY USE

The City provides access to technology, telecommunications, and data systems to assist employees in conducting City business efficiently and securely. These systems include telephones, cellular devices, computers, software, electronic mail, internet access, and network resources. All information created, received, sent, or stored on these systems is the property of the City.

General Use

City communications and technology systems are provided primarily for business purposes. Limited personal use is permitted if it is infrequent, does not interfere with work performance, and does not violate any City policy. Employees must exercise good judgment, professionalism, and respect in all communications and use of City systems.

All City policies concerning conduct—including those addressing courtesy, confidentiality, harassment, discrimination, and solicitation—apply to all technology and communication systems. The display, transmission, or receipt of any sexually explicit, harassing, discriminatory, or otherwise inappropriate material using City systems is strictly prohibited and may result in disciplinary action up to and including termination. Employees who become aware of the misuse of City technology should report it immediately to their supervisor or the City Administrator.

Telephones, Mail, and Facsimile

Personal telephone calls should be kept to a minimum and must not interfere with work duties. Employees may be required to reimburse the City for any charges resulting from personal use of City-owned telephones or other communication systems.

The use of City-paid postage for personal correspondence is not permitted, and employees should not use the City's mailing address for regular receipt of personal mail.

City fax machines and similar systems are to be used for City business purposes.

Cellular Phones and Stipends

City-issued cellular telephones are intended for official business use. Limited personal use is allowed when it does not interfere with City operations.

Some employees may be required or permitted to use their personal cellular phones for City business. With approval from the City Administrator, employees using their personal cell phone as their primary/ancillary work phone may receive a $30 monthly stipend as reimbursement. Messages, texts, and other communications on personal phones used for City business may be considered City records and subject to disclosure under Idaho public records laws.

Electronic Mail, Internet, and Network Systems

Employees should have no expectation of privacy in any communication, data, or document created, sent, received, accessed, or stored using City systems. Although employees may use personal passwords, the City's information system administrators have access to all electronic communications and data to ensure compliance with City policies, maintain system integrity, and respond to public records requests.

The City uses software and network systems capable of monitoring, logging, and recording internet and email activity. The City may access, review, copy, and delete information or files at any time, with or without notice. The City may also analyze usage patterns to ensure systems are used appropriately and securely.

Employees must not use City systems to conduct personal business, solicit sales, promote private ventures, or distribute unapproved materials. All postings to City websites or social media platforms must be authorized by the appropriate department. Employees are responsible for the content of all messages, files, or materials they create or transmit. Unauthorized copying, downloading, or installation of software, data, or applications is prohibited.

Cybersecurity and Information Protection

All employees share responsibility for protecting City information and technology systems. Employees must:

- Use strong, confidential passwords and protect them from disclosure.
- Lock or log off devices when unattended.
- Avoid downloading unapproved software or connecting unauthorized devices.
- Report suspicious emails, links, or system activity to the Information Technology (IT) department immediately.
- Scan all downloaded or uploaded items for viruses and malware using City-approved antivirus software.

The City reserves the right to restrict or revoke access to its systems when necessary to maintain security or integrity.

Data Privacy and Public Records

Electronic communications and information created, received, or stored on City systems may be considered public records. Employees must handle all data—including personal, confidential, and sensitive information—in compliance with public records, data privacy, and records retention requirements. The City Clerk is responsible for maintaining public records consistent with Idaho law.

Artificial Intelligence and Digital Tools

Employees may use artificial intelligence (AI) or automated tools only when authorized by their Department Director. Employees must not enter confidential, proprietary, or sensitive City data into public AI tools. AI systems must not be used to make or communicate official City decisions without review and approval.

Enforcement

Improper, unauthorized, or unsafe use of City technology or communication systems may result in disciplinary action, up to and including termination of employment. The City reserves the right to monitor, review, and regulate system access at any time to protect its operations, employees, and data.

DRUGS AND ALCOHOL

The City has a vital interest in maintaining safe, healthy, and efficient working conditions for its employees. Drug and alcohol use may impose serious safety and health risks to the employee and the workplace and may also impair the efficient operation of the City business. For these reasons, the City has established the following policy with respect to the use, possession or sale of alcohol or drugs.

1. On-the-Job Use, Possession or Sale of Drugs or Alcohol

Employees are prohibited from consuming alcohol while working or while on-call. Employees are also prohibited from reporting to work under the influence of alcohol. This includes unanticipated call-in situations. If an employee cannot meet this requirement, it is the employee's responsibility to tell their supervisor, or person initiating the call-in, that they cannot report to work.

Because alcohol is a legal substance, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty, or while participating in activities or events at City facilities while not on duty, or during the course and scope of employment when the employee's performance of duties has concluded for the day.

Listed below are examples of situations in which the responsible use of alcohol by employees during the course and scope of City business may be acceptable. However, employees are expected to seek prior direction from their Department Head or the City Administrator regarding the appropriateness of consuming alcohol in these situations.

- While attending seminar or conference function where alcohol is being served.
- While traveling on business, provided all work duties for the day have been completed.
- Although alcohol use may be permitted under limited circumstances, employees are expected to use good judgment and behave in a professional and respectable manner while in the course

and scope of City business. Misuse of alcohol under these circumstances is a violation of this regulation and may result in disciplinary action up to and including termination.

2. Legal Drugs and Medication

Except as provided below, the use or being under the influence of legally obtained drugs, to the extent that an employee is affected in any manner, while performing City business or in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the City has determined, after consulting with appropriate medical authorities, that the employee does not pose a safety threat to themselves or the safety of co-workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions determined by the City.

3. Illegal Drugs

The use, sale, purchase, transfer, or possession of any illegal drug by any employee while in a City facility, vehicle or while performing business is strictly prohibited. The presence of any amount of any illegal drug in or on an employee while performing City business is prohibited.

4. Searches

The City may conduct unannounced searches for illegal drugs or alcohol on property. Employees shall cooperate in conducting such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of this policy. Law enforcement may be involved in this process.

5. Drug and Alcohol Screening

The City may conduct drug and alcohol screening as outlined in this policy. For the purpose of this policy, a safety sensitive position is defined as a position in which impaired job performance could affect the health and safety of the employee and others. Sensitive positions are those in which the responsibilities of the position require employees to:

- qualify and maintain qualification standards to carry firearms;
- perform emergency medical, lifesaving, and/or fire suppression activities;
- supervise employees during the performance of critical incident functions which require employees to qualify to carry firearms or perform emergency medical, lifesaving, and/or fire suppression activities;
- operate, maintain, or inspect emergency vehicles, heavy equipment, or vehicles having a gross combination weight rating of 26,001 or more pounds and/or lifesaving equipment used for emergency services;
- obtain a national security clearance as a condition of employment;
- exercise custodial responsibility for illegal drugs or precursors;

- work directly with and oversee minors in the absence of their parent or guardian, or work directly with and oversee vulnerable adults in the absence of their caretaker or guardian; or
- handle hazardous materials that, if mishandled, place the public at risk of serious injury.

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

a. Pre-Employment, Post-Offer Screening

Individuals applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. This includes current employees promoting, demoting, transferring, or being reassigned from a non-safety sensitive position to a safety sensitive position.

b. Reasonable Suspicion Testing

Any employees will be tested for alcohol and/or illegal drugs when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based upon, among other things: (1) observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; (2) a pattern of abnormal conduct or erratic behavior; (3) arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; (4) information provided by reliable and credible sources or which is independently corroborated; or (5) newly discovered evidence that the employee has tampered with a previous alcohol or drug test. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

If an employee is suspected of using alcohol or illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and present them to the City Administrator in writing.

The employee shall not be allowed to operate a vehicle or perform sensitive duties until the circumstances are evaluated, and the supervisor receives higher concurrence. Employees who are subject to reasonable suspicion testing shall at the City's expense be transported to and from the collection facility.

c. Random Testing

Random testing for alcohol and/or illegal drugs will be conducted on employees whose positions are designated as safety sensitive and in accordance with the procedures related to employees required to hold a commercial driver's license.

Random tests will be unannounced and occur throughout the calendar year. The random selections will be conducted by the designated drug testing contractor using a lottery system, and City will notify the individual's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Because the selection process is

truly random, it is possible that some employees will be selected multiple times while others may never be selected.

d. Post-Accident Drug and Alcohol Testing

Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves, others, or the overall operation of the City may be subject to drug and alcohol testing. Based on the circumstances of the accident or unsafe act, the City Administrator or Department Head may promptly initiate testing when such circumstances involve:

- death;
- serious personal injury requiring immediate emergency room or urgent care center treatment; or
- damage to government or private property estimated more than $5,000.

An employee subject to post-accident testing shall remain available for such testing, or the City may consider the employee to have refused to submit for testing. An employee subject to post-accident testing shall not consume alcohol or drugs, either legal or illegal, prior to the testing. Exceptions may be made for prescribed maintenance medications and/or medications administered to treat an injury related to the accident.

e. Test Refusal

Employees will be considered to have refused testing if they:

- refuse to test;
- fail to report for a required test at the scheduled time;
- engage in conduct that clearly obstructs the testing process;
- tamper with the test; or
- fail to provide adequate breath or specimen volume without a verified medical explanation.

Employees who refuse to be tested, as described in the test procedures, when required, shall be subject to the full range of disciplinary consequences up to and including termination.

f. Employee Assistance Program

Any employee needing help in dealing with problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan.

g. Safe Harbor Referral

A fundamental purpose of the City's drug-free workplace policy is to assist employees who themselves are seeking treatment for alcohol or illegal drug use. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of their drug or alcohol related problem who meets all three of the following conditions:

- voluntarily identifies themselves to their supervisor or the City Administrator as a user of alcohol and/or illegal drugs, as they apply to this policy, prior to being identified through other means, or prior to being asked to provide a urine and/or breath sample for testing;
- obtains evaluation, counseling, or rehabilitation from an approved facility; and
- thereafter refrains from using illegal drugs or misusing prescription drugs and/or alcohol.

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem, this provision is not available to an employee who requests protection under this provision after:

- being identified through other means;
- being asked to provide a urine sample for testing;
- having had a verified positive test result for alcohol and/or illegal drugs pursuant to this regulation; or
- drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor protections.

An employee who requests Safe Harbor will be required to sign an agreement outlining their obligations under Safe Harbor.

h. Contract Personnel

The policy provisions stated above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation can result in the City barring contract personnel from City facilities or participating in City operations.

i. Commercial Driver's License

The City complies with all provisions outlined in the federal and state laws regulating commercial drivers' licenses.

CHILD ABUSE REPORTING

It is the City's desire to provide as safe an environment as possible for children who participate in City programs, and to give notice to employees of the reporting requirements of State laws covering child abuse, abandonment, or neglect (abuse).

When an employee has reason to believe that another employee is abusing a child, the following steps should be followed:

- The employee who becomes aware of another employee's suspected abuse shall immediately notify their supervisor of the suspicion. The supervisor shall require the employee to immediately contact Child Protective Services (CPS), or in the case of an emergency, the City Police. Neither the supervisor nor the employee shall engage in any form of investigation.

- The supervisor shall notify their Department Head who will advise the City Administrator that a report has been filed, consistent with state law.

Following the completion of the reporting and investigative process, an in-house debriefing session will be conducted to review each phase to determine needs for additional training and to review the reporting procedure for possible revisions.

If a child is suspected of being a victim of child abuse, these steps will be followed:

- The employee will immediately notify their supervisor of the suspected abuse and report the suspicions to CPS.
- The supervisor shall notify their Department Head who will advise the City Administrator.
- The proper authorities will conduct the investigation. Neither the supervisor nor the employee shall attempt any form of investigation.
- In order to protect the privacy of all persons involved, all phases of the reporting procedure shall remain strictly confidential. The person(s) making the report will remain anonymous, provided their report was made in good faith; however, persons with a legitimate need to know will be notified. Confidentiality of principals and witnesses cannot be guaranteed if criminal investigation or prosecution is pursued.
- Any and all media contact will be exclusively coordinated through the City Administrator.

Any person who has reason to believe that a child has been abused, abandoned, or neglected and, acting upon that belief, makes a report of abuse, abandonment, or neglect as required by law shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice shall not be protected.

Any person who makes a report or allegation of child abuse, abandonment, or neglect knowing the same to be false, or who reports or alleges the same in bad faith or with malice, shall be liable to the party or parties against whom the report was made.

GENERAL PROVISIONS

1. Travel Expense Reimbursement

An employee on City business shall be reimbursed for expenses incurred in completing their work-related assignment in accordance with the policies established by the City Administrator. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested. All employees traveling or incurring business expenses on behalf of the City as well as those responsible for the approval of these expenses are expected to use prudence, discretion, and good judgment to assist in maintaining control over travel expenses. The City will not pay for entertainment not included in the function package. Additionally, the City will not pay or reimburse for alcohol.

2. On-the-Job Injuries

All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow for the filing of Workers' Compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident, that employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the supervisor and City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Workers' Compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the employee will receive the difference between the statutory workers' benefit amount and the employee's regular net pay.

The KOS benefit begins after the Workers' Compensation statutory five (5) calendar day waiting period, unless specifically exempt as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off work must be documented by the treating health care provider.

Employees who are not eligible for the KOS benefit may be eligible to receive the statutory temporary disability benefit.

All time off work must be documented by the treating health care provider.

3. Nepotism

No person shall be employed by the City which would result in a violation of the anti-nepotism provisions found in Idaho Code. Any such appointment may be voided by the Mayor, if not done voluntarily by the appointing official.

The City shall not hire individuals as part time or full-time employees that meet the following:

- An individual who is related within the second degree or married to a Department Head, department manager, or supervisor in any department of the City.
- An individual who is married to an existing City employee in the same department. If two employees become married, one employee shall resign within 30 days of the marriage.
- No person related to the Mayor or member of City Council by blood or marriage within the second degree shall be appointed to any clerkship, office, position, employment, or duty when the salary, wages, pay or compensation of such appointee or employee is to be paid out of public funds.

Individuals related within the second degree may be hired, subject to approval of the City Administrator, provided neither one is in a supervisory or management position. Should one become a supervisor, manager, or director, the other shall resign within 30 days of the new position appointment.

4. Use of City Meeting Space

The City makes its meeting rooms available to the public and employees, when they are off duty. The meeting rooms are open to individuals and organizations engaged in educational, cultural, intellectual, or charitable activities. The City makes its meeting rooms available to area businesses for non-commercial purposes, such as employee meetings or retreats. Neither the City itself nor the meeting rooms are designed to accommodate commercial or pecuniary activities of any kind. This policy does not apply to the use of the meeting facilities for City activities or for activities or events sponsored by the City.

"Meeting Facilities" shall include meeting rooms in City Hall, the Visitor Center, , and Forest Service Park.

The Meeting Facilitates of the City shall be available subject to the following conditions:

1. The scheduled use shall not conflict with City sponsored programs or the City's ability to deliver its existing services.
2. Use of the facility may only occur during operating hours when city staff are present and available to provide access.
2. The following legend must prominently appear on any sign, advertisement, invitation, or other notice or announcement of an event to be held in City Meeting Facilities: "This event is neither sponsored nor endorsed by the City." Failure to include such legend will result in forfeiture of the right to use the applicable Meeting Facilities.
3. Unless approved by the City, use of City Meeting Facilities by an individual or an organization for meetings or events which are open to the members of the general public, or which are advertised or promoted to encourage attendance by members of the general public, shall not exceed two times per year and shall not exceed once per month. Use of Meeting Facilities by an individual or an organization for meetings or events at which attendance is limited to organization members and/or their invited guests shall not exceed five times per year and shall not exceed once per month. Meetings which are open to the general public may pose a greater likelihood of imposing additional burdens on City personnel and may be more disruptive to the quiet enjoyment of the City by patrons.
4. The user shall be responsible for assuring that permitted occupancy limits pursuant to applicable fire or safety codes are not exceeded. The user will restore the premises to a clean and neat condition following the assembly. The City will be reimbursed for any costs to the City resulting from the use of a Meeting Facility by an organization or individual. Any fees, conditions, or other requirements for the use of a meeting facility shall be specified in the relevant use agreement.

SEPARATION OF EMPLOYMENT

1. Resignation

In order to resign in good standing, employees shall give their supervisor written notice at least fourteen (14) calendar days prior to the employee's last workday. An employee's supervisor may choose to waive the fourteen (14) day notice requirement if they believe individual circumstances warrant it. If the

fourteen (14) day requirement is waived, a written resignation letter is still required. The City may deny any request by an employee to rescind a resignation.

Job abandonment shall be defined as an unexcused or unauthorized absence of two (2) working days or more, which shall subject the employee to termination.

2. COBRA Benefits

Employees of the City who currently receive medical benefits who separate from their employment may be eligible to continue those medical benefits at the employees' sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

3. Final Paycheck

Upon ending employment with the City, final paychecks will be issued to the employee on the next regular payday or in ten days (excluding weekends/holidays), whichever is sooner. If the employee gives the City Treasurer a written request for earlier payment, the employee will be paid within 48 hours (excluding weekends/holidays) of receipt of the request or the last day worked, whichever is later.

4. Exit Interview

Each employee who terminates from employment with the City may participate in an exit interview with the employee's supervisor, or in the event of involuntary termination, with the City Administrator. In such an interview, the supervisor shall notify the employee when certain benefits will terminate and when final pay will be issued. The employee will inform the interviewer about their impressions of employment in such an interview. An employee exit form, or other written record, will be completed at this point and will be retained in the employee's personnel file.

5. Reductions in Force

Employee assignments may be affected by a reduction in force made due to economic or other conditions. The City Administrator or designee reserves the right to make any changes in the work force or assignment of resources that are deemed to be in the organization's best interests. The City Administrator may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions, if any. Reinstatement preferences may be tied to the classification of the employee, to specialized skills possessed by the employee, or any other non-discriminatory reason.

6. Eligibility for Rehire

Former employees who were terminated, resigned in lieu of termination, had poor performance records, quit without proper notice, or were not in good standing with the City are not eligible for rehire.

7. Return of City Property

All City property shall be returned at or before the time of separation, including but not limited to:

- City credit or purchasing cards;
- City uniforms or clothing;
- mobile devices;
- employee identification badge;
- keys to City vehicles and buildings;
- city-owned technology;
- tools or other equipment; or
- any other City property in possession of the employee.

Failure to return items may result in criminal charges.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the City of Ketchum Employee Handbook and understand that it sets forth the general terms, conditions, policies, and expectations of employment with the City. I understand that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the rules, policies, and standards established by the City.

I acknowledge that, except as otherwise provided by law or City policy, the terms, policies, and procedures in the Employee Handbook may be modified, amended, or deleted by the City at any time, with or without prior notice. I understand that no statement, promise, or representation made by any City employee or official can alter the policies of the City except through formal written action approved by the City Administrator or authorized designee.

I further acknowledge that I have received, read, and understand the City's technology, policy, including the City's right to monitor the use of all City technology systems, devices, and communications. I understand that any information created, received, sent, or stored using City systems is the property of the City of Ketchum and may be subject to monitoring and disclosure under Idaho's Public Records Law.

I understand that, unless otherwise provided by law or written agreement, employment with the City of Ketchum is at will, meaning that either the employee or the City may terminate the employment relationship at any time, with or without cause or notice. Nothing in the Employee Handbook or any other City document shall be construed as creating a contract of employment or a guarantee of continued employment.

I also acknowledge that I have received and reviewed the City's policy prohibiting discrimination, harassment, bullying, and retaliation, and understand the City's commitment to maintaining a workplace free of unlawful discrimination and harassment based on any status protected under applicable law. I understand that retaliation for making a good-faith complaint of discrimination, harassment, or retaliation is strictly prohibited.

I agree that if I experience or observe any conduct that I believe violates the City's policy against discrimination, harassment, bullying, or retaliation, I will immediately report it to my supervisor, the Human Resources representative, or the City Administrator. I understand that the City relies on employees to promptly report such concerns so that appropriate action can be taken.

I understand and agree that to the extent I do not use the complaint procedures outlined in the City's policy prohibiting discrimination, harassment, bullying, and retaliation, the City has the right to presume that I have not been subjected to any harassment, discrimination, bullying, or retaliation, or that I have welcomed the conduct.

I have also received and read the City's drug and alcohol-free policy and agree to abide by its terms as a condition of employment. I understand that failure to comply with this policy may result in disciplinary action, up to and including termination of employment, and that I am required to notify the City within five (5) days of any criminal drug conviction occurring in the workplace.

By signing below, I acknowledge that I have received, read, and understand the City of Ketchum Employee Handbook and the policies referenced above.

Printed Name:_____

Signature:_____

Date:_____

cc: Personnel File

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Morgan Landers, AICP – Director of Planning and Building

Agenda Item:	Recommendation to conduct the third reading of Ordinance 1260 for the consolidation of the city's land development regulations.

Recommended Motion:

Motion #1: I move that Ordinance 1260 be read by number and title only.

Motion #2: I move to approve Ordinance 1260.

Reasons for Recommendation:

- As part of the Cohesive Ketchum project, parallel with the update to the comprehensive plan, city staff and Clarion Associates have been working since January 2024 to consolidate the city's land use regulations. Intended to improve usability, eliminate redundancies and contradictions, and clarify regulations, the draft consolidates and restructures Title 17, Zoning Regulations; Title 16, Subdivision Regulations; and portions of Title 12. The draft also updates the city's development review procedures.
- The draft was informed by Code User Survey conducted in 2024 and the Code Advisory Group (CAG), a small committee of representatives from professions that interact with the city's land use regulations most frequently, including architects, landscape architects, civil engineers, and realtors.
- The consolidated regulations provide a more usable foundation for upcoming changes to the land use regulations directed by the comprehensive plan.
- The Planning and Zoning Commission (the "Commission") reviewed and discussed the proposed draft over four meetings including two public hearings. The Commission recommended approval of the draft to City Council on July 22, 2025, with some revisions as noted below and attached.

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

At the public hearing and first reading of Ordinance 1260, the City Council directed staff to make the following revisions:

- Remove 16.09.060.E.2.b.2 "Any new construction following demolition shall generally be of similar size, scale, and orientation of the original structure being demolished."
- For Administration and Procedures, the City Council provided direction to change the decision making authority to reflect the following:
  - Minor Subdivisions – staff review, PZ recommendation, City Council final decision
  - Plat Amendments – staff review, City Council final decision

Staff and the consultant have created a clean version of the consolidated land development code included as Exhibit A of Attachment 1 – Ordinance 1260. This version has implemented the requests from the council outlined above and removed all commentary and footnotes in the document in preparation for codification.

NEXT STEPS:
If the third reading is approved and the ordinance adopted, the ordinance will go into effect on January 1, 2026. Staff is preparing an education and outreach plan to users of the code that will be implemented prior to the effective date.

Sustainability Impact:

Phase 3 of the Cohesive Ketchum updates to the land development code will directly implement sustainability goals outlined in the updated comprehensive plan.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Ordinance 1260 with publication summary

City of Ketchum

ATTACHMENT 1:

Ordinance 1260 with exhibits

ORDINANCE 1260

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING KETCHUM MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES TO REMOVE CERTAIN DESIGN AND CONSTRUCTION REQUIREMENTS AND USE OF RIGHTS-OF-WAY; AND TO REPEAL AND REPLACE TITLE 16 – SUBDIVISIONS AND TITLE 17 – ZONING REGULATIONS WITH NEW TITLE 16 – LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city's municipal code of ordinances currently contains requirements for the development of land in Titles 12, 16, and 17; and

WHEREAS, due to the location of information in three separate titles, the city has repeatedly received feedback from the community that the land development requirements are not user friendly, contain confusing language, and contain contradicting requirements all resulting in significant issues for the city and applicants late in the development process; and

WHEREAS, the city initiated a process to consolidate the regulations into one location within the municipal code, remove duplications and contradictions, and clearly outline the development processes; and

WHEREAS, the Planning and Zoning Commission held an informational session on April 22, 2025, and two public hearings on June 10 and July 22, 2025, to review Ordinance 1260, as prepared by staff, reflecting feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this ordinance at a regular meeting on July 22, 2025; and

WHEREAS, the City Council held two informational sessions on September 15 and October 6, 2025, and a public hearing on October 20, 2025, to review Ordinance 1260, reviewing information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, the City Council held the first reading of Ordinance 1260 on October 20, 2025; and

WHEREAS, The City Council held the second reading of Ordinance 1260 on _____ and the third reading of Ordinance 1260 on _____ resulting in approval of this ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

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

SECTION 1. AMENDMENTS TO TITLE 12 - STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES. That Title 12 of the Ketchum Municipal Code be amended to delete Chapter 12.04 – Design, Construction and Repair, Chapter 12.08 – Excavations and Improvements of City Rights-of-Way and Easements, Chapter 12.12 – Temporary Use of Rights-of-Way, and Chapter 12.20 – Streetscape Standards and re-number all remaining Chapters accordingly.

SECTION 2. REPEAL AND REPLACE TITLE 16 – SUBDIVISION REGULATIONS AND TITLE 17 – ZONING REGULATIONS. That Title 16 – Subdivision Regulations and Title 17 – Zoning Regulations be repealed and replaced with Title 16 – Land Development Code as attached and incorporated as "Exhibit A" to this Ordinance.

SECTION 3. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

SECTION 5. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "B" shall be published once in the official newspaper of the City.

SECTION 6. EFFECTIVE DATE: This Ordinance shall be in full force and effect on January 1, 2026, after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO, on this ___ day of _____ 2025.

APPROVED:

_____
Neil Bradshaw, Mayor

ATTEST:

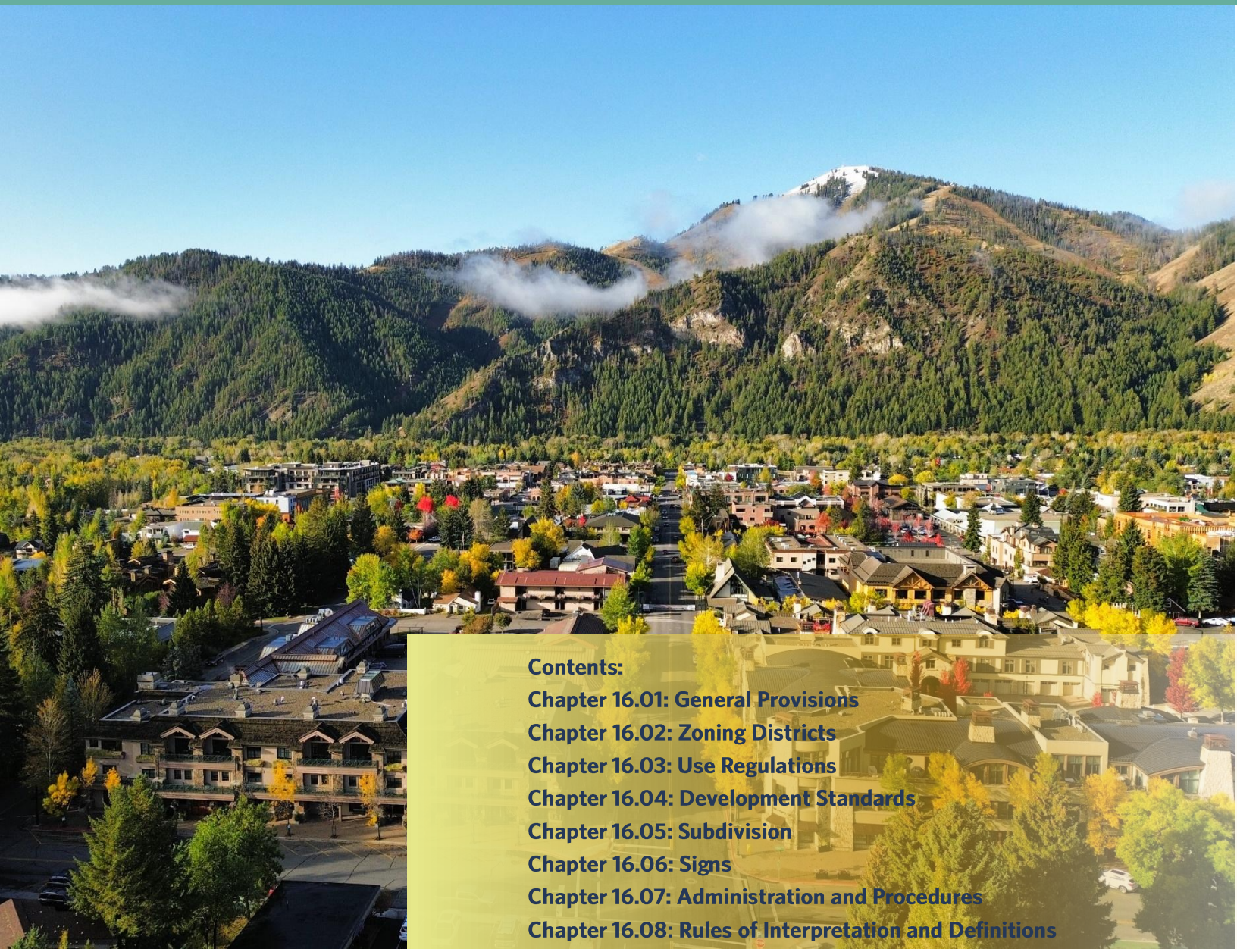
_____
Trent Donat, City Clerk

EXHIBIT A

Ketchum Land Development Code

October 2025

FINAL DRAFT



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Chapter 16.01 General Provisions

16.01.010. Title and Effective Date

A. This document is Title 16 of the Ketchum Municipal Code. It shall be officially known and cited as the "Ketchum Land Development Code," and is referred to internally in this document as "this Code."

B. This Code shall become effective on <>. All references in this Code to the "effective date of this Code" or to the "Effective Date" shall refer to that date unless otherwise stated.

16.01.020. Purpose

These regulations are designed for the purpose of promoting the health, safety, and general welfare of the present and future inhabitants of Ketchum, Idaho, by accomplishing, among others, the following specific purposes:

A. Implement the policies, goals, and strategies adopted by the City of Ketchum ("City");

B. Implement the Comprehensive Plan;

C. Enhance the appearance and quality of development in Ketchum;

D. Provide for a variety of housing and neighborhood types at a range of housing costs;

E. Prevent loss from natural hazards such as flooding, falling rock, landslides, snowslides, debris flow, and unstable soils;

F. Promote sustainable building design and construction practices; and

G. Provide a safe, efficient, and equitable transportation system for pedestrians, bicyclists, transit, and vehicles.

16.01.030. Authority, Applicability, and Jurisdiction

A. Authority

This Code is enacted pursuant to Idaho Code, Title 67, Chapter 65.

B. Applicability

This Code shall apply to all land, buildings, structures, and uses of land located within the City of Ketchum, unless an exemption is granted within this Code.

C. Compliance Required

Except as provided in this Code:

1. No building, structure, or land shall be used, and no building or structure or part shall be erected, constructed, reconstructed, repaired, moved or structurally altered, except in conformance with the regulations specified in this Code for the district in which it is located;
2. No yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth in this Code;
3. Uses permitted in each district shall apply to each lot in such district; and
4. No lot shall be created by subdivision or otherwise unless it complies with this Code.

D. Interpretation

In the interpretation and application of this Code, the following regulations shall govern:

1. Provisions are Minimum Requirements.

a. In their interpretation and application, the provisions of this Code shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity, and welfare. All provisions shall be liberally construed to further its underlying purposes.

b. Where appropriate for the protection of the public health, safety, convenience, or welfare, more stringent standards may be imposed for discretionary decisions by the Planning and Zoning Commission or City Council.

2. Application of Overlapping Regulations

Whenever the provisions of this Code, or a provision in this Code and any provision in any other ordinance, resolution, rule, or regulation of any kind, contain any restrictions covering the same subject matter, the more restrictive or higher standards or requirements shall govern unless otherwise noted in this Code or the Administrator determines the more restrictive standard prevents development that supports the City's adopted policies, goals, and strategies.

3. Existing Permits and Private Agreements

This Code is not intended to abrogate or annul:

a. Any permits issued before the Effective Date; or

b. Any easement, covenant, or any other private agreement.

4. Authority of City Council

The City Council has the authority and duty to interpret the provisions of this Code at the request of the Administrator or when a written Appeal from a decision of the Administrator is filed.

16.01.040. Transition from Prior Regulations

A. Development Approvals

Any development approved under regulations in effect prior to the effective date of this Code may be carried out under the terms and conditions of the approval and the development standards in effect at the time of approval, provided the approval has not expired and the development complies with any applicable standards of this Code. If the prior approval expires, is revoked, or otherwise becomes invalid, any subsequent development of the site shall be subject to the procedures and standards of this Code.

B. Pending Applications

1. A development application that has been deemed complete pursuant to §16.07.020.C.3 prior to the effective date of this Code may be decided under the regulations in effect when the application was deemed complete, or may be reviewed and decided under this Code at the

request of the applicant. Applications shall not be processed under a combination of prior regulations and this Code.

2. If a Preapplication Design Review is required and has been completed pursuant to the procedure in §16.07.030.C.1, a vested property right shall be created. The voluntary request for a Preapplication Design Review does not create a vested property right.

C. Prior Violations

If a development or activity in violation of the prior development regulations fully complies with this Code, it shall no longer be deemed a violation. Unpaid fees and/or penalties from prior enforcement of violations are still valid and shall remain the responsibility of the violator under the prior regulations

16.01.050. Nonconformities

A. Nonconforming Uses

A nonconforming use may be continued provided it meets the following standards:

1. Change of Use

A nonconforming use may be changed only to a conforming use.

2. Expansion of Use

A nonconforming use shall not be enlarged or expanded. Enlargement and expansions include any increase to floor area of the nonconforming use within an existing or new building. Any building or other structure containing a nonconforming use declared unsafe by the Building Official may be strengthened or restored to a safe condition.

3. Abandonment of Use

A lawful nonconforming use shall be deemed abandoned when the nonconforming use has been replaced by a conforming use or when the nonconforming use has ceased and has not been active for a continuous period of six months. Intent to resume active operations shall not be considered in determining abandonment.

B. Nonconforming Buildings

1. Nonconforming Due to Lack of Parking and Loading

No lawfully existing building shall be deemed to be a nonconforming building solely because of lack of off-street parking and loading spaces, provided that the area being used for off-street parking or loading shall not be further reduced in area or capacity as of the Effective Date.

2. Enlargement or Alteration

a. A nonconforming building shall not be enlarged or extended so as to increase the degree of nonconformity.

b. One-family dwellings in the Community Core District may increase their original square footage by a cumulative 20 percent as of the effective date of the ordinance subject to a Conditional Use Permit per §16.07.030.A.

c. Any additional square footage may be subject to the current requirements of the underlying zoning district at the discretion of the Administrator.

d. Removal and reconstruction of any nonconforming portions of a building is not permitted unless it is declared unsafe by the Building Official in which case it may be structurally strengthened or restored to a safe condition.

e. If a portion of a nonconforming building is located within the public right-of-way, that portion of the building shall not be expanded or altered to increase the existing encroachment. The City Engineer and Streets Department shall determine whether the portion of the nonconforming building that extends into the public right-of-way may remain or if the encroachment must be removed. If the City Engineer and Street Department determine that the portion of nonconforming building that extends into the public right-of-way may remain, the property owner shall enter into a right-of-way encroachment agreement with the City.

3. Restoration

a. A nonconforming building that has been damaged or destroyed by fire or any other calamity, may be restored to its preexisting nonconforming condition if a Building Permit for the work of restoration is obtained within two years of the date of the fire or other calamity and the work of the restoration complies with the international building and fire codes in effect at the time of the issuance of the Building Permit.

b. Nonmaterial changes to the preexisting nonconforming condition may be approved at the City's discretion. Nonmaterial changes include minor repairs and maintenance necessary to correct damage or deterioration to the structural soundness of, or the exterior or interior appearance of a nonconforming building without expanding the height or footprint of the building. If additional square footage is added, that additional square footage may be subject to the current requirements of the underlying zoning district at the discretion of the Administrator.

4. Relief for Structures on the Historic Building/Site List

Any expansion or remodel of a property on the historic building/site list is permitted to match the current setback, height, or other dimensional standard on such property at the time of application.

C. Nonconforming Lots

1. For the purpose of this section, nonconforming lots shall include:
   a. Any lot that did not comply with the minimum lot size requirements at the time the lot was subsequently annexed to the City;
   b. Any lot that was of legal area and dimensions when held in separate ownership from adjoining properties or when platted in a recorded subdivision; and
   c. Any lot that was made nonconforming by virtue of enactment of this Code.
2. A nonconforming lot may be used for construction of a building or establishment of a use allowed in the applicable zoning district, provided that all other zoning district and dimensional standards are met.

16.01.060. Enforcement and Penalties

A. General Provisions

No owner or agent of the owner shall construct, use, or occupy any building, structure, or improvement upon real property or subdivide land in violation of this Code. The landowner, tenant, subdivider, builder, or any other person who commits, allows, participates in, assists in, or maintains such violation shall be found guilty of such a violation. The provisions of this Code shall be enforced in the following manner:

1. A violation of this Code shall be a misdemeanor, punishable by a fine not to exceed $300.00, or imprisonment in the Blaine County Jail for a period not to exceed six months, or both. Each day that such a violation continues shall constitute a separate criminal offense.
2. Appropriate actions and proceedings may be taken at law or in equity to prevent any violation of these regulations, to prevent or rectify illegal subdivisions, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure or premises, and these remedies shall be in addition to the penalties described above.
3. No Building Permit or other land use development approval shall be issued for the construction of any building, structure, or improvement in violation of this Code. The issuance or granting of a permit or approval shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance, rule, or regulation of the City. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid.

B. Investigations

It shall be the duty of the Administrator, Building Official, or City Engineer or their respective designee(s) to investigate compliance with these regulations and to bring any violations of this Code to the attention of the City Council and the City Attorney.

C. Inspection

The Administrator, Building Official, or City Engineer is empowered to cause any building, other structure, or tract of land to be inspected and examined, and to order in writing the remedying of any condition found to exist therein or threat in violation of any provisions of this Code. After any such order has been served, no work shall proceed on any building, other structure or tract of land covered by such order, except to correct or comply with such order.

D. Remedies

The City may utilize any enforcement remedies available in compliance with state law in order to gain compliance with the standards of this Code. Remedies include, but are not limited to: stop-work orders; deny, withhold or revoke permits; ordering repair, removal, replacement, or alteration; fees/fines; or ordering discontinuance of any activity or those features or uses found to be out of compliance with this Code. The City Attorney, acting on behalf of the City Council, may maintain an action for damages to collect the amount of money found necessary to restore any violation.

E. Criminal Liability

A person shall be guilty of a misdemeanor in any case where all the following are true:

1. Any violation of any of the provisions of this Code exists in any building or any other structure or on a tract of land;
2. An order to remove any such violation has been served upon the owner, general agent, lessee, or tenant of the building, other structure, or tract of land (or any part of the building, structure, or tract of land), or upon the architect, builder, contractor, or any other person who commits or assists in any such violation; and
3. Such person shall fail to comply with such order within ten days after service.

F. Liability for Damages

This Code shall not be construed to hold the City responsible for any damage to persons or property by reason of the inspection or reinspection authorized in this section or failure to inspect or reinspect or by reason of issuing a Building Permit or other land development permit.

16.01.070. Severability

It is declared to be the legislative intent that the provisions of this Code shall be severable, pursuant to the provisions set forth below:

A. If any provision of this Code is declared invalid by a decision of any court of competent jurisdiction:
   1. The effect of such decision shall be limited to the provision or provisions that are expressly stated in the decision to be invalid; and
   2. Such decision shall not affect, impair, or nullify this Code as a whole or any other part, but the rest of this Code shall continue in full force and effect.

B. If the application of any provision of this Code to any lot, building, other structure, or tract of land is declared invalid by a decision of any court of competent jurisdiction:
   1. The effect upon such decision shall be limited to that lot, building, other structure, or tract of land immediately involved in the controversy, action, or proceedings in which the judgment or decree of invalidity was rendered; and
   2. Such decision shall not affect, impair, or nullify this Code as a whole or the application of any provision to any lot, building, other structure, or tract of land.

Chapter 16.02 Zoning Districts

16.02.010. Established Zoning Districts

The City of Ketchum, Idaho, is divided into the zoning districts and overlay districts shown in the table below. Overlay districts are established by an amendment to the Official Zoning Map (see §§16.07.070.C, *Zoning Map Amendment (Rezoning).* They are superimposed over one or more underlying base zoning districts. If the standards for an overlay district expressly conflict with those for an underlying base zoning district, planned development district, or another overlay district, the more restrictive standards shall apply.

Table 16-1: Established Zoning Districts

Residential Districts		
	LR	Limited Residential District
	LR-1	Limited Residential - One Acre District
	LR-2	Limited Residential - Two Acre District
	GR-L	General Residential - Low-Density District
	GR-H	General Residential – High-Density District
	STO-0.4	Short Term Occupancy - 0.4 Acre District
	STO-1	Short Term Occupancy - One Acre District
	STO-H	Short Term Occupancy – High-Density District
Commercial and Mixed-Use Districts		
	T	Tourist District
	T-3000	Tourist - 3000 District
	T-4000	Tourist - 4000 District
	CC	Community Core District (Retail Core/CC-1 and Mixed Use/CC-2)
	LI-1	Light Industrial District Number 1
	LI-2	Light Industrial District Number 2
	LI-3	Light Industrial District Number 3
Other Districts		
	RU	Recreation Use District
	AF	Agricultural and Forestry District
Overlay Districts		
	FP	Floodplain Management Overlay District
	A	Avalanche Overlay District
	WSBA	Warm Springs Base Area Overlay District
	WSBA-1	Warm Springs Base Area Overlay District-1
	MO	Mountain Overlay District

16.02.020. Residential Districts

A. LR: Limited Residential District

1. Purpose

The purpose of the LR district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	9,000 sf
	Minimum Lot Width	80 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		25 ft/ 32 ft [2]
From Warm Springs Road ROW		30 ft
From 200 ft Former Railroad ROW		3 ft

	Height	
E	Maximum Building Height	35 ft[1]
	Lot Coverage	
	Maximum Building Coverage	35%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar or wind systems may extend an additional two feet beyond the maximum height.
[2] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet. Where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

B. LR-1: Limited Residential - One Acre District

1. Purpose

The purpose of the LR-1 district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	1 acre
	Minimum Lot Width	100 ft avg
Setbacks (Minimum) [2]		
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		80 ft
From Warm Springs Road ROW		30 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Maximum Building Coverage	25%

Other Standards	*Section*
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] See §16.03.040.A for accessory building dimensional standards.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

C. LR-2: Limited Residential - Two Acre District

1. Purpose

The purpose of the LR-2 district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	2 acres
	Minimum Lot Width	100 ft avg
Setbacks (Minimum) [2]		
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft [3]
From Warm Springs Road ROW		30 ft

Height		
E	Maximum Building Height	35 ft[1]
Lot Coverage		
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height
[2] See §16.03.040.A for accessory building dimensional standards.
[3] 100-foot setback from Highway 75 is required for lots platted prior to 1979.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

D. GR-L: General Residential – Low-Density District

1. Purpose

The purpose of the GR-L district is to provide areas where low- and medium-density uses can be properly developed in proximity to each other while still maintaining neighborhood amenities and favorable aesthetic surroundings. The intent of the district is to permit a reasonable amount of flexibility in both land use and development in residential areas.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft [3]
D	Rear	15 ft [3]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft

	Height	
E	Maximum Building Height	35 ft [2]
	Lot Coverage	
	Maximum Building Coverage	25%

Other Standards	***Section***
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Minimum setbacks along Highway 75: Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
[2] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[3] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[47]

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

E. GR-H: General Residential – High-Density District

1. Purpose

The purpose of the GR-H 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. Dimensional requirements are designed to complement and enhance neighborhoods and to encourage articulation and quality design in new buildings.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft. One- family dwellings must maintain at least 10 ft[4]
D	Rear	The greater of 1' for every 3' in building height, or 15 ft [4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft
	From 200 ft Former Railroad ROW	5 ft, 3 ft required for one-/two- family dwelling units

	Height	
E	Maximum Building Height	35 ft [2] [3]
	Lot Coverage	
	Maximum Building Coverage	25%
	Minimum Open Site Area	35%[5]

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.

[2] For a building with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.

[3] Roof-mounted solar systems may extend an additional two feet beyond the maximum height allowance.

[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[48]

[6] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

F. STO-.4: Short-Term Occupancy - 0.4 Acre District

1. Purpose

The purpose of the STO-0.4 district is to identify and preserve recreation-oriented neighborhoods, to prevent overcrowding of land, and to encourage the development of moderately low-density areas suited for single-family structures, with the alternative of limited short-term occupancy use.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	0.4 acres
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft
From Warm Springs Road ROW		30 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

G. STO-1: Short Term Occupancy - One Acre District

1. Purpose

The purpose of the STO-1 district is to identify and preserve recreation-oriented neighborhoods, to prevent overcrowding of land, and to encourage the development of low density areas suited for single-family structures with the alternative for limited short-term occupancy use.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	1 acre
	Minimum Lot Width	100 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft
From Warm Springs Road ROW		30 ft

	Height	
E	Maximum Building Height	35 ft [1]
	Lot Coverage	
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

H. STO-H: Short-Term Occupancy – High-Density District

1. Purpose

The purpose of the STO-H district is to accommodate the need for higher-density limited short-term occupancy land use adjacent to recreation facilities while still preserving neighborhood amenities and favorable aesthetic surroundings.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	9,000 sf (minimum of 3,000 sf per unit)
	Minimum Lot Width	100 ft avg
Minimum Setback		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft [2]
D	Rear	15 ft []
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	400 ft
	From Warm Springs Road ROW	30 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Maximum Building Coverage	35% building coverage, and 75% covered by buildings, parking areas and accessory buildings

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[49]

16.02.030. Mixed-Use Districts

A. T: Tourist District

1. Purpose

The purpose of the T 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 uses, that can be justified on the basis of the principal 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 are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The T district contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area, and Saddle Road.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft. One- family dwellings must maintain at least 10 ft[4]
D	Rear	The greater of 1 ft for every 3 ft in building height, or 10 ft. At least 15 ft for one-family dwellings [4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft
	From 200 ft Former Railroad ROW	5 ft, 3 ft required for one-/two- family dwelling units

Height		
E	Maximum Building Height	35 ft [2] [3]
Lot Coverage		
	Maximum FAR	See §16.02.070.A
	Minimum Open Site Area	35%[5]
Other Standards		**Section**
Overlay Districts		16.02.060
Measurements and Exceptions		16.02.070
Table of Permitted Uses		Table 16-7
Accessory Buildings and Uses		16.03.040.A
Off-Street Parking		Table 16-13
Landscaping, Buffering, and Screening		16.04.060

Notes:
[1] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
[2] For a building with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
[3] Roof-mounted solar systems may extend an additional two feet beyond the maximum height allowance.
[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[5] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

B. T-3000: Tourist-3000 District

1. Purpose

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 are designed to complement and enhance neighborhoods and to encourage articulation and quality design in new buildings.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or 5 ft. One-family dwellings shall maintain at least 10 ft [4]
D	Rear	The greater of 1 ft for every 3 ft in building height, or 10 ft. At least 15 ft for one-family dwellings[4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Warm Springs Road ROW	30 ft

Height		
E	Maximum Building Height	35 ft [1] [2]
Lot Coverage		
	Maximum FAR	See §16.02.070.A
	Minimum Open Site Area	35% [3]

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] For a building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.

[2] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[3] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[51]

D. CC: Community Core District

1. Purpose

The purpose of the CC district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment that includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character, and to encourage buildings that 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 Comprehensive Plan and the Downtown Master Plan.

2. Lot and Building Standards – Subdistrict 1 Retail Core

Lot Standards			
A	Minimum Lot Size	5,500 sf	
	Minimum Lot Width	55 ft average	
Setbacks (Minimum)			
B	Front and street side		0 ft
	Adjacent to alleyways		3 ft
C	Rear side not adjacent to an alleyway		0 ft
D	Interior Side[1]		
	Cantilevered decks and overhangs		
	Setback for 5th floors		20 ft from street sides and frontage and 10 ft on all other sides
	Setback for 4th floors (except for community housing projects[2])		10 ft

	Non-habitable structures, permanently affixed deck amenities, solar panels visible above roof ridge or parapet, and mechanical equipment and screening affixed to a roof from all building facades at the top floor for all projects (except for community housing projects[2])	
	Perimeter walls enclosing roof decks	0 ft provided the perimeter wall is 75% transparent and does not exceed 4 ft in height
	Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for community housing projects[2]	An average 10 feet setback from the ground floor building facade
Lot Coverage		
	Maximum FAR	See §16.02.070.A
Height (Maximum)		
E	Building Height	42 ft, unless otherwise allowed in this Code
	Cantilevered decks and overhangs	8 ft above grade and/or walking surface
	Height of buildings for community housing projects[2]	52 ft
	Hotels[3]	68 ft
	Non-habitable structures located on building rooftops	10 ft above roof ridge or parapet
	Perimeter walls enclosing roof top deck and structures	4 ft above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
	Roof top solar and mechanical equipment and associated screening above roof surface	5 ft

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] All side lot lines shall run perpendicular to the alley and/or avenue.
[2] A project in the Community Core Subdistrict 1 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
[3] See §16.03.030.C.4.

3. Lot and Building Standards – Subdistrict 2 Mixed Use

Lot Standards		
A	Minimum Lot Size	5,500 sf
	Minimum Lot Width	55 ft average
Setbacks (Minimum)		
B	Front and street side	5 ft average[1]
	Adjacent to alleyways	3 ft
C	Rear side not adjacent to an alleyway	0 ft
D	Interior Side[2]	
	Cantilevered decks and overhangs	
	Setback for 5th floors	20 ft from street sides and frontage and 10 ft on all other sides
	Setback for 4th floors (except for community housing projects[3])	10 ft
	Non-habitable structures, permanently affixed deck amenities, solar panels visible above roof ridge or parapet, and mechanical equipment and screening affixed to a roof from all building facades at the top floor for all projects (except for community housing projects[3])	
	Perimeter walls enclosing roof decks	0 ft provided the perimeter wall is 75% transparent and does not exceed 5 ft in height
	Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for community housing projects[3]	An average 10 feet setback from the ground floor building facade
Lot Coverage		
	Maximum FAR	See §16.02.070.A
Height (Maximum)		
E	Building Height	42 ft, unless otherwise allowed in this Code
	Cantilevered decks and overhangs	8 ft above grade and/or walking surface
	Height of buildings devoted 100% towards community housing [3]	52 ft
	Hotels[4]	68 ft
	Non-habitable structures located on building rooftops	10 ft above roof ridge or parapet
	Perimeter walls enclosing roof top deck and structures	4 ft above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
	Roof top solar and mechanical equipment above roof surface	5 ft
Other Standards		**Section**

Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] The average shall be calculated individually at all floors and shall be measured from edge of building façade to edge of building façade. For corner lots, areas cannot be counted on both sides.
[2] All side lot lines shall run perpendicular to the alley and/or avenue.
[3]A project in the Community Core Subdistrict 2 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
[4]See §16.03.030.C.4.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

E. LI-1: Light Industrial District Number 1

1. Purpose

The LI-1 district is established as a transition area between the Community Core and the LI-2 district. The LI-1 district provides suitable locations and environs for: 1) limited business and personal services; 2) small light manufacturing; 3) research and development; 4) offices related to building, maintenance, and construction; 5) limited retail; and 6) multiple-family dwellings, constructed to be accessory and subordinate to the principal light industrial purpose of the LI-1. Traffic to the LI-1 district is intended to be generated primarily by uses related to the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in an LI district.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		
E	Building Height	35 ft
	Building height with qualifying ground floor: [2]	
	2 story	35 ft
	3 story	40 ft
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof surface height

	Perimeter walls enclosing rooftop deck	4 ft above roof surface height Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[2] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

F. LI-2: Light Industrial District Number 2

1. Purpose

The LI-2 is the City's primary light industrial area and is established to provide suitable land for uses that are not appropriate in other commercial zones due to their light industrial nature, but that provide an essential or unique service to support the local economy and permanent year-round employment base. Uses include: 1) light manufacturing; 2) wholesale trade and distribution; 3) research and development; 4) service industries; 5) limited bulk retail and; 6) offices related to building, maintenance, and construction. A secondary purpose of the LI-2 is to provide multiple-family dwellings, constructed to be accessory and subordinate to the principal light industrial purpose of the LI-2. Uses in the LI-2 are intended to generate traffic primarily from the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in an LI district.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
	Side setbacks for 4th and/or 5th story in 48 ft or 58 ft Overlay	10 ft
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	State Highway 75 - setback from property line adjacent to State Highway 75 right-of-way for properties within the 48 ft or 58 ft Overlay District:	
	Below an elevation of 5,850 ft or the grade of State Highway 75 pavement adjacent to the property, whichever is greater	0 ft
	Portion of building above highway grade up to 40 ft in height	35 ft
	Fourth and fifth stories	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		

E	Building Height	35 ft
	Building height with qualifying ground floor: [2]	
	2 story	35 ft
	3 story	40 ft
	4 story[3]	48 ft [3] [4]
	5 story[3]	58 ft [3] [5]
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof surface height
	Perimeter walls enclosing rooftop deck	4 ft above roof surface height. Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.

[2] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.

[3] Four and five-story buildings are permitted only within the Light Industrial 48 feet height and 58 feet height Overlay District.

[4] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 53 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[5] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 63 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

H. LI-3: Light Industrial District Number 3

1. Purpose

The LI-3 district is established as a transition area between the LI-2 district and the LR and GR-L districts. The LI-3 district provides suitable locations and environs for a permanent year-round employment base comprised of: 1) research and development; 2) wholesale trade and distribution; 3) technology industries; and 4) offices related to building, maintenance and construction uses; and 5) deed restricted and market rate multi-family dwellings located within mixed-use buildings. Uses in the LI-3 are intended to generate traffic primarily from the employers and employees of permitted uses and secondarily from deed restricted and market rate housing units.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
	Side setbacks for 4th and/or 5th story in 48 ft or 58 ft Overlay	10 ft
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	State Highway 75 - setback from property line adjacent to State Highway 75 right-of-way for properties within the 48 ft or 58 ft Overlay District:	
	Below an elevation of 5,850 ft or the grade of State Highway 75 pavement adjacent to the property, whichever is greater	0 ft
	Portion of building above highway grade up to 40 ft in height	35 ft
	Fourth and fifth stories	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		
E	Building Height	35 ft[2]
	Building height with qualifying ground floor: [3]	
	2 story	35 ft[2]
	3 story	40 ft
	4 story[4]	48 ft [4] [5]
	5 story[4]	58 ft [4] [6]
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof

		surface height
	Perimeter walls enclosing rooftop deck	4 ft above roof surface height. Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[2] Buildings with a minimum roof pitch of 4:12 may be 40 feet in height.
[3] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.
[4] Four and five-story buildings are permitted only within the Light Industrial 48 feet height and 58 feet height Overlay District.
[5] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 53 feet in height subject to Design Review approval by the Planning and Zoning Commission.
[6] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 63 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

16.02.040. Other Districts

A. RU: Recreation Use District

1. Purpose

The purpose of the RU district is to protect and enhance vital natural resources; to provide a buffer between incompatible land uses; to ensure that land intended for recreation use is developed in such a manner to serve its intended use while not exerting disruptive influences on adjacent land uses; to guide recreational development; to ensure adequate standards for development and preservation of such uses; and to promote the general health, safety, and welfare of the inhabitants of the City.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	9,000 sf
	Setbacks (Minimum	
B	Front	30 ft [2]
C	Side	15 ft [2]
D	Rear	15 ft [2]
	Lot Lines Created by Townhouse Sublots	0 ft

	Height	
E	Maximum Building Height	35 ft [1]
	Lot Coverage	
	Minimum Open Space	25%
	Oher Standards	**Section**
	Overlay Districts	16.02.060
	Measurements and Exceptions	16.02.070
	Table of Permitted Uses	Table 16-7
	Accessory Buildings and Uses	16.03.040.A
	Off-Street Parking	Table 16-13
	Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] The placement of all structures for conditional uses shall be subject to approval of the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

C. AF: Agricultural and Forestry District

1. Purpose

The purpose of the AF district is to permit zoning of substantially undeveloped areas of agriculture, ranching and forestry uses where low density activities and development are encouraged and lands are protected for the pursuit of such activities against inconsistent uses.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	10 acres
	Setbacks (Minimum) [2]	
B	Front	25 ft
C	Side	25 ft
D	Rear	25 ft
	Height	
E	Maximum Building Height	35 ft [1]

Lot Coverage	
Minimum Open Space	25%
Other Standards	***Section***
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] See §16.03.040.A for accessory building dimensional standards.

16.02.050. Planned Unit Development (PUD)

A. Purpose

The purpose of this section is to encourage the total planning of developments and to:

1. Protect and promote the public health, safety, and welfare;
2. Secure the most appropriate use of lands, to encourage flexibility and creativity in the development of land to improve the design, character, and quality of new development, and to provide open site area;
3. Preserve the scenic and aesthetic qualities of lands;
4. Protect property rights and enhance property values;
5. Ensure that adequate public facilities and services are provided;
6. Ensure that the local economy is protected and enhanced;
7. Encourage and promote the development of affordable housing;
8. Ensure that the important environmental features are protected and enhanced, including fish, wildlife, and recreation resources;
9. Avoid undue concentration of population and overcrowding of land;
10. Ensure that the development on land is commensurate with the physical characteristics of the land;
11. Protect life and property in areas subject to natural hazards;
12. Avoid undue water and air pollution; and
13. Protect the quality of life offered by the City and surrounding resources enjoyed by residents and visitors alike.

In the event of conflict between this section and any other ordinance of the City, §16.02.050 shall control.

B. Applicable Regulations

Any person wishing to develop a PUD shall comply with the requirements of this section in addition to the zoning, subdivision, and other applicable laws, ordinances, regulations, and rules, subject to any modification or exception granted as part of the PUD Conditional Use Permit (CUP). In their interpretation and application, the provisions of this section shall be considered minimum requirements.

C. Planned Unit Development Conditional Use Permit Required

Any person wishing to develop a PUD shall obtain a PUD CUP, as provided in §16.07.030.B, prior to any construction, subdivision, sale, or offering for sale of any units, structures, or land within the proposed development. A PUD shall be a conditional use within all zoning districts within the city permitted only upon issuance of a PUD CUP pursuant to this section and §16.07.030.B.

D. Standards

1. The standards in this section shall apply to review of all PUD CUP applications. The standards shall be used to review and evaluate the proposal in comparison to the manner of development and effects of permitted uses and standard development allowed on the

property in question. Modification or exception from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations, and/or additional development standards, pursuant to §16.07.030.B.3.d(3) as the City Council may prescribe to mitigate adverse impact at the proposed PUD, or to further the land use policies of the City, or to ensure that the benefits derived from the development justify a departure from such regulations. Where the City Council determines that conditions cannot be devised to achieve the objectives, and/or the standards contained in this Code are not met, applications for PUD CUPs shall be denied.

2. The minimum lot size for development is three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. Exception or deferral of the minimum lot size or contiguity requirements may be granted for developments that:
    a. Include a minimum of 30 percent of community or employee housing, as defined in §16.08.020;
    b. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Governing Housing Authority and/or the City Council; and
    c. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard, description of the proposed community or employee housing, and the proposed guarantee for the use, rental cost, or resale cost.
    d. For a hotel that meets the definition of "hotel" in §16.08.020, and conforms to all other requirements of the CC district (§16.02.030.D) or the T district (§16.02.030.A.): Exceptions from the provisions of the CC or the T district may be granted for hotel uses only as outlined in §16.02.070.A.
3. Densities and uses may be transferred between zoning districts within a PUD as permitted under this section, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Exception or deferral of the maximum density to allow additional density above the aggregate overall allowable density may be granted for developments that construct community or employee housing and that:
    a. Include a minimum of 30 percent of community or employee housing, as defined in §16.08.020; and
    b. Guarantee the use, rental prices or maximum resale prices of units based upon a method proposed by the applicant and approved by the Governing Housing Authority and/or the City Council.
    c. Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard, a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.
4. Substantial buffer planting strips or other barriers shall be provided where no natural buffers exist.

5. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.
6. Adequate open site area shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open site area in a configuration usable and convenient to the residents of the development. The amount of open site area provided shall be greater than what would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed development. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.
7. Location of buildings, parking areas and common areas shall maximize privacy within the development, relationship to adjacent properties and protect solar access to adjacent properties.
8. Adequate recreational facilities and/or daycare shall be provided. Exception or deferral of the requirement to provide adequate on-site recreational facilities may be granted if it is found that the development is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the City for development of additional active park facilities. Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard. On-site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.

16.02.060. Overlay Districts

A. FP: Floodplain Overlay District

1. Flood Damage Prevention

a. Purpose

(1) It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(A) Protect human life, health, safety, property, and welfare;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business interruptions;

(E) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

(F) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood damaged areas;

(G) Ensure that potential buyers and leaseholders are notified that property is in an area of special flood hazard or riparian zone, where the regulations of this section apply;

(H) Ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions.

(I) Ensure potential buyers of property in an area of special flood hazard are notified.

(J) Allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;

(K) Regulate uses in the floodplain and riparian zone for the purpose of preserving, protecting, and enhancing the abundance and diversity of fish, wildlife, and riparian resources;

(L) Protect, preserve and enhance the waterways and floodplains as a recreation resource;

(M) Provide a formal procedure for stream alteration permit applications;

(N) Restrict or prohibit uses that are injurious to health, safety, or property in times of flood, that result in environmental damage, or that cause increased flood heights or velocities; and

(O) Guide development and City review of development in the floodplain and adjacent to waterways in order to establish the most appropriate building envelopes for lots existing and in new subdivisions.

(2) In order to accomplish its purposes, this section includes methods and provisions for:

(A) Restricting or prohibiting development that is dangerous to health, safety, and property due to water or erosion hazards, or that result in damaging increases in erosion, flood heights, or velocities;

(B) Requiring that uses necessary for general health, safety, and welfare of citizens, including facilities that serve such uses, be protected against flood damage at the time of initial construction, at time of substantial improvement, and throughout their intended life span;

(C) Preserving and restoring natural floodplains, stream channels, and natural protective barriers that carry and store flood waters;

(D) Controlling, filling, grading, dredging, and other development that may increase flood damage or erosion; and

(E) Preventing or regulating the construction of flood barriers that may unnaturally divert floodwaters, or that may increase flood hazards to any other properties.

b. Statutory Authority

The Legislature of the State of Idaho, pursuant to Idaho Code sections 46-1020, 46-1023, and 46-1024, authorizes local governments to adopt floodplain management ordinances that identify floodplains and minimum floodplain development standards to

minimize flood hazards and protect human life, health, and property. Therefore, the City Council does hereby ordain as follows:

(1) The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard that increase flood heights and velocities and by development that is inadequately floodproofed, elevated, anchored, or otherwise protected from flood damage.

(3) The Big Wood River, its tributaries, and their associated floodplains in Ketchum are important to the well-being of our citizens as they provide recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water, as well as other economic and lifestyle values.

c. Establishment of the Floodplain Overlay District

(1) The Floodplain Overlay district is hereby established. In addition to the regulations contained in the underlying zoning district, the regulations of this district apply to all lands within the jurisdiction of the City that lie within the special flood hazard area (SFHA) boundaries as determined by the graphic representation shown on the flood insurance rate map (FIRM) and by the elevations of the base flood contained in the flood insurance study (FIS).

(2) The floodplain areas are divided into two subdistricts: the floodway subdistrict and the floodplain subdistrict.

(3) The studies listed below are hereby adopted as the primary sources of flood hazard analysis:

(A) "Flood insurance study (FIS) for Blaine County, Idaho and Incorporated Areas", Flood Insurance Study 16013CV001A and 16013CV002A, dated November 26, 2010, and any subsequent amendments;

(B) Digital flood insurance rate maps (DFIRMs) for Blaine County, Idaho, and incorporated areas: Map Number 16013CIND0A; Map Number 16013C0433E, Community Panel Number 0433E; Map Number 16013C0434E, Community Panel Number 0434E; Map Number 16013C0441E, Community Panel Number 0441E; Map Number 16013C0442E, Community Panel Number 0442E; Map Number 16013C0453E, Community Panel Number 0453E; Map Number 16013C0461E, Community Panel Number 0461E, and any subsequent amendments;

(C) Other flood hazard studies, as may be adopted by the City; and

(D) Other flood hazard analysis sources as determined by the City Engineer, Floodplain Manager, or other expert hired by the City.

d. Rules for Interpretation of District Boundaries

The Floodplain Overlay district boundaries are represented on the Ketchum zoning map of the City.

(1) All land within the external boundary of the special flood hazard area (SFHA) and all parcels affected by the SFHA shall be considered to be within the Floodplain Overlay district.

(2) All land areas within the external boundary of the SFHA shall be considered to be within the floodplain subdistrict of the Floodplain Overlay district. The City may make necessary interpretations of the boundary based upon the recommendation of the City Engineer or other expert.

(3) All land areas within the external boundary of the regulatory floodway shall be considered to be within the floodway subdistrict of the Floodplain Overlay district. The City may make necessary interpretations of the boundary based upon the recommendation of the City Engineer or other expert.

e. Basis for Establishing the Areas of Special Flood Hazard and Floodway

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas" with accompanying digital flood insurance rate maps (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land that has been or will be annexed into the city limits of Ketchum, Idaho, since the adoption of the study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this section. The FIS and FIRM are on file at the office of the City Clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.

f. Uses Permitted and Prohibited in the Floodplain Overlay District and the Riparian Setback Area

Due to the potential hazard to individuals as well as public health, safety, and welfare, uses allowed in the Floodplain Overlay district and the Riparian Setback Area are those that are permitted, conditional, and accessory as contained in the underlying zoning district. Due to the sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health and, due to the extremely hazardous nature of the floodway due to velocity of floodwaters carrying debris, potential projectiles and erosion potential, the following provisions apply, in addition to all others:

(1) Encroachments in the floodway are subject to the standards of §16.02.060.A.1.j, *Standards for Floodways*.

(2) No use of restricted use chemicals or soil sterilants will be allowed within 100 feet of the mean high-water mark on any property within the city limits at any time.

(3) No use of pesticides, herbicides, or fertilizers will be allowed within 25 feet of the mean high-water mark on any property within the city limits unless approved by the City arborist.

(4) All applications of herbicides and/or pesticides within 100 feet of the mean high water mark, but not within 25 feet of the mean high water mark, shall be done by a licensed applicator and applied at the minimum application rates.

(5) Application times for herbicides and/or pesticides will be limited to two times a year; once in the spring and once in the fall, unless otherwise approved by the City arborist.

(6) The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed.

(7) It shall be unlawful to dump, deposit or otherwise cause any trash, landscape debris or other material to be placed in any stream, channel, ditch, pond, or basin that regularly or periodically carries or stores water.

g. Standards for Flood Hazard Reduction

(1) Standards in All Areas

In all special flood hazard areas the following standards are required:

(A) Anchoring

i. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference the Federal Emergency Management Agency's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

(B) Construction Materials and Methods

i. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage pursuant to the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.

ii. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

iii. All new and replacement electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(C) Utilities

i. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

ii. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

iii. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(D) Review of Building Permits

Where elevation data is not available either through the flood insurance study or from another authoritative source (§16.07.090.D.5), applications for Building Permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(E) Solid Waste Disposal Facilities and Sites, Hazardous Waste Management Facilities, Salvage Yards, and Chemical Storage Facilities

New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by Variance as specified in this section, in the special flood hazard area. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the flood protection elevation and certified pursuant to the provisions of this section.

(2) Specific Standards

In all areas of special flood hazard where base flood elevation data has been provided as set forth in §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway,* or §16.07.090.D.5, *Use of Other Base Flood Data* the following provisions are required:

(A) AO Zones

All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.

(B) Residential Construction

i. New construction and substantial improvement of any residential structure in any A1-30, AE and AH zone shall have the top of the lowest floor, including basement, elevated no lower than the flood protection elevation.

ii. New construction and substantial improvement of any residential structure in any AO zone shall have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the FIRM's depth number plus 24 inches.

iii. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be constructed entirely of flood resistant materials at least to the flood protection elevation and designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement shall either be certified by a registered professional engineer or architect or shall meet or exceed the following minimum criteria (see Figure 02-1: *Preferred Crawl Space Construction*, *Figure 02-2: Below Grade Crawl Space Construction*, and FEMA Technical Bulletin 11 for further information:

iv. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be placed on at least two walls to permit entry and exit of floodwaters. If a building has more than one enclosed area, each enclosed area shall have flood openings to allow floodwaters to automatically enter and exit.

v. The bottom of each flood vent opening shall be no higher than either one foot above the interior grade or shall be no higher than one foot above the exterior adjacent grade.

vi. Engineered flood vents are required.

vii. Portions of the building, utilities, and machinery located below the base flood elevation shall be constructed with material resistant to flood damage.

viii. The interior grade of a below grade crawl space (see Figure 02-2: Below Grade Crawl Space Construction) shall not be more than two feet below the exterior lowest adjacent grade (LAG).

ix. The height of a below grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall, shall not exceed four feet at any point.

x. A below grade crawl space shall have an adequate drainage system that removes floodwaters from the interior area of the crawl space within a reasonable time after a flood event.

xi. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace.

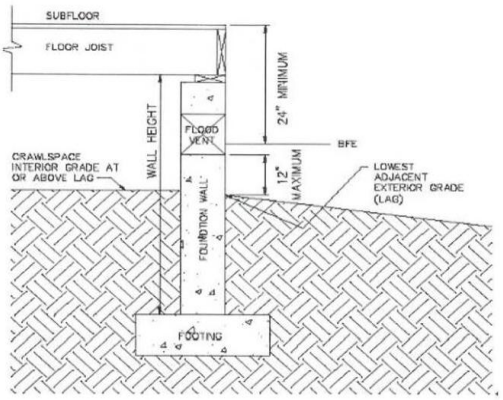


Figure 02-1: Preferred Crawl Space Construction

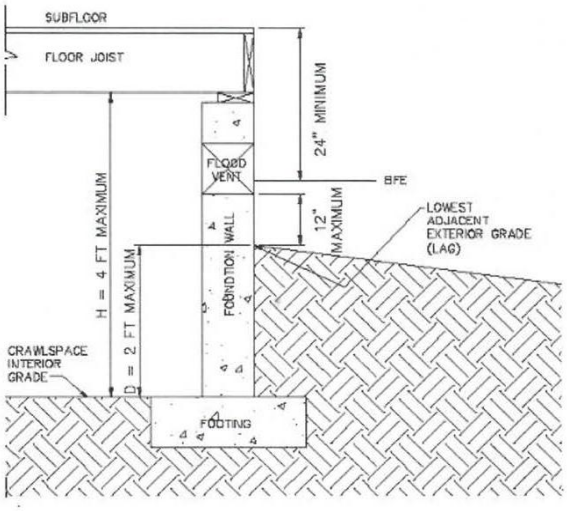


Figure 02-2: Below Grade Crawl Space Construction

Note: A below grade crawl space shall be subject to higher flood insurance rates through the NFIP.

(C) Nonresidential Construction

i. New construction and substantial improvement of any commercial, industrial, nonresidential portion of a mixed use or other nonresidential structure in any A1-30, AE and AH zone shall either have the top of the floor structure of the lowest floor, including basement, elevated no lower than the flood protection elevation or floodproofed to the flood protection elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, are:

(a) Watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(c) Be certified by a registered professional engineer or architect that the design and methods of construction are pursuant to accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided to the Floodplain Administrator as set forth in §16.07.090.D.6, along with the operational plan and inspection and maintenance plan;

(d) Nonresidential structures that are elevated, not floodproofed, shall meet the same standards for space below the lowest floor as described in §16.02.060.A.1.g(2)(B)iii; and

(e) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as one foot below that level).

ii. All new construction and substantial improvement of nonresidential structures within AO zones shall:

(a) Have the lowest floor (including basement) elevated above the highest adjacent grade at least 24 inches higher than the depth number specified in feet on the FIRM; or

(b) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified §16.02.060.A.1.g(1)(C)i.

(D) Manufactured Homes

All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is 24 inches above the base flood elevation and be securely anchored to an adequately anchored foundation system pursuant to the provisions of §16.02.060.A.1.g(1)(A)ii.

(E) Recreational Vehicles

All recreational vehicles to be placed on a site within zones A1-30, AH, and AE shall meet the requirements of §16.02.060.A.1.g(2)(D), *Manufactured Homes*, or be placed on the site for less than 180 consecutive days and be fully licensed and highway ready. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

(F) Critical Facilities

i. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain).

ii. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available.

iii. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher.

iv. Access to and from the critical facility should also be protected to the height used above. Floodproofing and sealing measures shall be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

v. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

(G) Temporary Nonresidential Structures

Prior to the issuance of a Floodplain Development Permit for a temporary structure, the applicant shall submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

i. A specified time period for which the temporary use will be permitted. Time specified may not exceed six months, renewable up to 12 months;

ii. The name, address, and phone number of the individual responsible for the removal of the temporary structure;

iii. The time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);

iv. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

v. Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

vi. Temporary structures in the floodway shall provide a hydraulic and hydrology analysis along with a no-rise certification.

(H) Accessory and Agricultural Structures (Appurtenant Structures)

When accessory structures (sheds, detached garages, etc.) used solely for parking, and storage are to be placed within a special flood hazard area, elevation or floodproofing certifications are required for all accessory structures pursuant to this section, and the following criteria shall be met:

i. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);

ii. Accessory structures shall not be temperature-controlled;

iii. Accessory structures shall be designed to have low flood damage potential;

iv. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

v. Accessory structures shall be firmly anchored pursuant to the provisions of §16.02.060.A.1.g(1)(A), *Anchoring*;

vi. All utility equipment and machinery, such as electrical, shall be installed pursuant to the provisions of §16.02.060.A.1.g(1)(C), *Utilities*; and

vii. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below flood protection elevation in conformance with the provisions of this section.

viii. Accessory structures not used solely for parking, access, and storage shall be elevated per this section.

ix. An accessory structure with a footprint less than 200 square feet and is a minimal investment of $7,500.00 and satisfies the criteria outlined in §16.02.060.A.1.g(2)(H)i– vii above is not required to provide the elevation certificate per this section.

(I) Tanks

When gas and liquid storage tanks are to be placed within a special flood hazard area, the following criteria shall be met:

i. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the base flood, including the effects of buoyancy (assuming the tank is empty);

ii. Elevated above-ground tanks, in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the base flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

iii. Not elevated above-ground tanks may be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris;

iv. Tank inlets, fill openings, outlets and vents shall be:

(a) At or above the flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

(J) Compensatory Storage

New development shall not reduce the effective flood storage volume of the regulatory floodway and SFHA. A development proposal shall provide compensatory storage if grading or other activity eliminates any effective flood storage volume. Compensatory storage shall:

i. Provide equivalent volume at equivalent elevations to that being displaced. For this purpose, "equivalent elevation" means having similar relationship to ordinary high water and the best available 100-year water surface profiles;

ii. Be hydraulically connected to the source of flooding; and

iii. Provide compensatory storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins.

iv. The newly created storage area shall be graded and vegetated to allow fish access during flood events without creating fish stranding sites.

h. Standards for Zone A Areas

Within the special flood hazard areas designated as Zone A (also known as Unnumbered A Zones) where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of §16.02.060.A.1.g(1), *Standards* shall apply:

(1) The BFE used in determining the flood protection elevation (FPE) shall be determined based on the following criteria:

(A) When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this section and shall be elevated or floodproofed pursuant to standards in §§16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards*.

(B) When floodway data is available from a federal, state, or other source, all new construction and substantial improvements within floodway areas shall also comply with the requirements of §§16.02.060.A.1.g(2), *Specific Standards*, and 16.02.060.A.1.j, *Standards for Floodways*.

(C) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, include within such proposals base flood elevation data. Such base flood elevation (BFE) data shall be adopted by reference pursuant to §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway* and used in implementing this section. The applicant/developer shall submit an application for a conditional letter of map revision (CLOMR) prior to Preliminary Plat approval and have obtained a letter of map revision (LOMR) prior to any Building Permits for structures being issued.

(D) When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the lowest floor shall be elevated or floodproofed (nonresidential) to two feet above the highest adjacent grade (HAG) at the building site or to the flood protection elevation (FPE) whichever is higher. All other applicable provisions of §16.02.060.A.1.g(2), *Specific Standards* shall also apply.

i. Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodways

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but floodways are not identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of §16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards;* and

(2) Until a regulatory floodway is designated, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

j. Standards for Floodways

Areas designated as floodways located within the special flood hazard areas established in §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway*. The floodways are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections §§16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards,* shall apply to all development within such areas:

(1) New residential structures and residential substantial improvements are prohibited in the floodway.

(2) All encroachment, including fill, new construction, substantial improvements, residential structures, and other developments shall be prohibited, except for the following:

(A) Roads and bridges necessary to connect areas outside of the special flood hazard area;

(B) Utilities;

(C) Recreational pathways and open space;

(D) Flood control and stormwater management facilities;

(E) Boat ramps or river access;

(F) Wildlife habitat improvements;

(G) Stream restoration and bank stabilization constructed pursuant to a Floodplain Development Permit;

(H) Fences that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, in regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(I) Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(J) Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.* The applicant/developer shall submit an application for a letter of map revision (LOMR) upon completion of construction for the purpose of providing FEMA better available data.

(K) Drilling water, oil, and/or gas wells including fuel storage tanks, apparatus, and any equipment at the site that encroach into regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(L) Docks, piers, boat ramps, marinas, moorings, decks, docking facilities, port facilities, shipbuilding, and ship repair facilities that encroach into regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(3) Encroachments in the floodway are only allowed if:

(A) All development shall comply with all applicable flood hazard reduction provisions of this section and meet the approval of the Federal Emergency Management (FEMA) and National Flood Insurance Program (NFIP) and does not jeopardize the City's participation in the NFIP; and

(B) Requirements of a no adverse impact statement and a no-rise certification, with accompanying analysis, are met; or

(C) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) shall also be obtained within six months of completion of the proposed encroachment.

k. Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH).

(1) Areas designated as shallow flooding areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to all other applicable provisions of this section, all new construction and substantial improvements shall meet the following requirements:

(A) The lowest floor shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least two feet above the highest adjacent grade if no depth number is specified.

(B) Nonresidential structures may, in lieu of elevation, be floodproofed to the same level as required in chapter so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Floodproofing certification is required pursuant to this chapter.

(C) Accessory structure (appurtenant structure) (sheds, detached garages, etc.).

i. Used solely for parking, and storage:

(a) Shall have the lowest floor elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least two feet above the highest adjacent grade if no depth number is specified; or

(b) Shall have flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below flood protection elevation in conformance with the provisions of §16.02.060.A.1.g(2)(B)iii.

ii. Not used solely for parking, and storage:

(a) Shall be elevated per §§16.02.060.A.1.g(2)(B), *Residential Construction* and 16.02.060.A.1.g(2)(C), *Nonresidential Construction.*

(D) Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.

(E) Where hazardous velocities are noted on the FIRM, proper construction techniques and methods shall be used to mitigate the effects of the velocities.

I. Standards for Riparian Setback Area

(1) Purpose

Some parcels of land may be located in proximity to a waterway but may not contain SFHA, 0.2 percent annual chance floodplain, floodway, or the waterway's channel and therefore local, state, and federal regulations to preserve these ecologically important areas are largely inapplicable. The Riparian Setback Area is a local designation created to build upon local, state, and federal regulations when lands contain SFHA, 0.2 percent annual chance floodplain, floodway, and waterway channel, when applicable, but also to preserve and enhance the riparian zone when the aforementioned designations are not applicable. The Riparian Setback Area is established to:

(A) Guide development adjacent to waterways toward the most appropriate building envelope for its particular site;

(B) Minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;

(C) Review Development Plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;

(D) Provide for the stewardship, maintenance and/or enhancement of the riparian zone and riparian environment, including wildlife habitat along waterways;

(E) Carry out the provisions of the Comprehensive Plan as well as health, safety, and welfare with regard to properties adjacent to waterways;

(F) Warn that City review and approval is not going to prevent flooding and that flooding may occur;

(G) Advise of flood hazards and studies and options available;

(H) Review obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development;

(I) Review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation; and

(J) Provide regulations for the riparian zone.

(2) Applicability

"Development", as defined in §16.08.020, and construction or placement of buildings or structures, including additions to any such structures or buildings permitted after November 20th, 1989, and landscaping changes within the riparian zone for parcels under development with new structures and parcels developed with structures after November 20th, 1989, upon real property within the Riparian Setback Area shall require approval under §16.07.050.E, prior to issuance of a Building Permit, excavation/grading permit or commencement of any work associated with any such activity.

(3) Findings of Fact

The City hereby makes the following findings of fact with regard to areas within the riparian setback:

(A) Flooding is aggravated by the collection of debris upstream of channel obstructions located in floodplain areas. Such obstructions include, but are not limited to, bridges, fences, houses, and trees. The accumulation of debris can result in significantly higher water surface elevations and flooding beyond limits of the SFHA shown on the FIRMs upstream from the obstructions.

(B) Structures located in proximity to waterways, even if the structure's location is outside the boundaries of the SFHA, may be subject to inundation and damages during flood events due to the potential of the channel to change direction abruptly during high flows. In particular, this risk affects lands adjacent to the Big Wood River, which is wide and flat with a relatively shallow channel in many areas.

(C) The levees built by the U.S. Army Corps of Engineers are not considered by the Corps or FEMA to be adequately designed to be classified as permanent structures capable of withstanding a one percent annual chance flood.

(D) Encroachments (i.e., houses, fill, etc.) on floodplains reduce the flood carrying capacity of the river and its floodplain and increase flood heights, thus increasing flood hazards on land beyond the encroachment. With every new development since the FEMA one percent annual chance boundary was determined, the ability of the floodplain to function as originally assumed changes.

(E) Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property, often to the detriment of the natural stream. Methods often destroy or greatly alter fish and wildlife habitat, unnaturally armor the banks of the waterways to prevent erosion or cause future damages to manmade structures.

(4) Rules for Interpretation of Riparian Setback Area Boundaries

(A) The Riparian Setback Area is not indicated on the Ketchum zoning map due to the nature of how the boundaries are established. The Riparian Setback Area includes all parcels containing lands that are within 25 feet of the mean high-water mark as measured horizontally from the mean high-water mark of any waterway. Waterways include the Big Wood River, Trail Creek, and Warm Springs Creek, and any and all channels having year-round or intermittent flow. These lands within 25 feet of the mean high-water mark area are also known as the riparian zone, as defined in §16.08.020.

(B) Some parcels of land may be located within the riparian setback and contain riparian zone but may not contain SFHA, 0.2 percent annual chance floodplain, floodway, or the channel due to the proximity of the parcel to a waterway. Nevertheless, if a parcel contains land that is within 25 feet of the mean high-water mark of a waterway, that parcel is within the Waterways Review District and the riparian zone is subject to riparian regulations.

(C) Some parcels of land may be located within the SFHA and/or 0.2 percent annual chance floodplain and/or floodway and may also contain riparian zone. These parcels are located within the Waterways Review District and riparian regulations apply to the riparian zone.

m. Real Estate Sales and Leasing Disclosures

Every real estate agent, sales person, broker, and private party who offers for sale or lease a parcel of real property and/or structure that contains SFHA, floodway, frontage on a waterway and associated riparian zone, shall provide the prospective purchaser or leaseholder with written notice that the real property and/or structure is located within the floodplain, floodway, and/or Waterways Review District and that structures and land are subject to the regulations of this section.

n. Special Requirements for Building Permits

(1) Non-conversion agreement required. For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet or greater, the building owner shall sign a non-conversion agreement, that shall run with the property, promising not to improve, finish or

otherwise convert the area below the lowest floor to living area and granting the City the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.

(2) Preconstruction elevation certificate required. Prior to issuance of any Building Permit for a structure located partially or wholly within the one percent annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the Building Official.

o. Warning and Disclaimer of Liability

The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This section does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This section shall not be deemed or construed to create liability on the part of the City, any officer or employee of the City, or the Federal Insurance Administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder.

p. Administration

Any and all development located in the Floodplain Overlay district shall comply with the provisions of §16.07.050, *Floodplain*.

2. Emergency Stream Bank Stabilization

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the national resource conservation service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the national weather service;

(3) The flow of the Big Wood River as measured at the Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho; and

(4) Failure to submit an application under §16.07.050.C far enough in advance of the desired start date for bank stabilization work shall not be considered an emergency.

b. Procedure

To obtain an emergency bank stabilization permit, an applicant shall submit an application as described in §16.07.050.C and receive written approval to perform the bank stabilization work from the Administrator. The Administrator may consult a qualified engineer or professional regarding the proposed emergency bank stabilization work.

3. Emergency Riparian Alteration

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the National Resource Conservation Service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the National Weather Service;

(3) The flow of the Big Wood River as measured at the Ketchum Gauging Station or Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho;

(4) Local site conditions, such as downed trees, debris build up, or trees in imminent danger of falling as determined by the Administrator and advised by the City arborist; and

(5) Failure to submit an application under §16.07.050.B far enough in advance of the desired start date for riparian alteration work shall not be considered an emergency.

b. Procedure

To obtain an emergency permit, an applicant shall submit an application as described in §16.07.050.B and receive written approval to perform the emergency work from the Administrator. The Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

4. Emergency City-Initiated Actions

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the National Resource Conservation Service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the National Weather Service;

(3) The flow of the Big Wood River as measured at the Ketchum Gauging Station or Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho; and

(4) Local site conditions determined by the City Administrator or their designee to pose an imminent threat to the health, safety, and welfare of the public.

b. Procedure

Upon determination of an emergency, the City shall initiate actions necessary to protect public health, safety, and welfare and/or prevent or mitigate damage to public or private property or infrastructure. There is no application fee for a City-initiated application.

5. Temporary Flood Control Barriers

a. Uses Permitted

(1) Private Use

Temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers placed on private property and located in such a manner to protect floodwaters from inundating a structure may be installed prior to imminent flooding or during a flood event.

(2) Public Use

Temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers placed on public or private property and located in such a manner to protect floodwaters from inundating a structure or public infrastructure may be installed prior to imminent flooding or during a flood event.

b. Use Restrictions

The following restrictions are imposed upon use of temporary flood control barriers:

(1) Temporary flood control barriers shall be designed and located to protect structures or public infrastructure from inundation by flood waters but shall not be designed or located solely to divert or displace flood waters into the public right-of-way or adjacent private properties;

(2) Temporary flood control barriers shall be offset no further than six feet from the structure the barrier is protecting except in the case of barriers installed to protect public infrastructure;

(3) Temporary flood control barriers shall be removed within 90 days of installation unless inundation by floodwaters is prolonged and approval for an extension has been issued via a Floodplain Development Permit.

(4) Sand or other fill used within sandbags or similar devices shall not be emptied into the floodplain or river, creek, or stream.

(5) Water used to fill a bladder dam shall not be emptied into a river, creek, or stream.

c. Procedure

To obtain Temporary Flood Control Barrier Permit, an applicant shall submit an application as described in §16.07.050.F and receive written approval to install the temporary flood control barrier from the Administrator.No application is necessary for the installation of temporary flood control barriers installed pursuant to the regulations of this section.

B. A: Avalanche Overlay District

The Avalanche Overlay district is established to identify those areas where, after due investigation and study, the City Council finds that avalanche potential exists. Avalanches are caused by steepness of slope, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. Due to the potential avalanche hazard, special regulations should be imposed within such district.

1. Purposes

An Avalanche Overlay district is established as a zoning overlay district for the following purposes:

a. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist.

b. To give notice to the public of those areas within the city where such avalanche potential has been found to exist.

c. To give notice to and provide the public with the opportunity to review pertinent avalanche studies and reports together with any future studies made. Copies of the studies are available for public inspection at the office of the City Clerk. It is recommended that the studies be examined prior to purchase, development, construction, or use of land located within the Avalanche Overlay District.

d. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures.

e. To promote the general public health, safety and welfare.

f. To allow for construction of residences and other uses consistent with Table 16-7: Table of Permitted Uses, by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters, and subtenants of property within such zone.

2. Avalanche Overlay District Boundaries

a. The Avalanche Overlay district boundaries shall be an overlay district and designate those areas within the city found subject to potential avalanche danger.

b. The Avalanche Overlay District shall include all of those areas within the city so designated by the Ketchum zoning map.

c. Persons interested in building, using or occupying real property within the Avalanche Overlay District are encouraged and should examine the studies. However, the City does not represent or warrant the completeness or accuracy of those studies.

3. Uses Permitted

All uses permitted in the underlying zoning district shall be subject to the additional restrictions of the Avalanche Overlay district. If any of the regulations specified in this section differ from corresponding regulations specified for a district with which the Avalanche Overlay district is combined, the regulations contained in this section shall govern.

4. Use Restrictions

The following restrictions are imposed upon construction, development and use of all real property located within the Avalanche Overlay District:

a. All utilities installed after the Effective Date for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property. For all new construction and for projects that constitute a substantial improvement, all utility service meters and

shut-off valves shall be installed on the leeward-side of buildings in a protected location, to the satisfaction of the Fire Department.

b. Avalanche protective, deflective, and preventative structures, devices, or earthwork that threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices, or earthwork shall be permitted only as a conditional use as described in §16.07.030.

c. Any residence that has not been engineered to withstand avalanche forces consistent with this section shall not be leased, rented, or sublet from November 15 through April 15 of each year and any residence that has not been engineered to withstand avalanche forces that is being leased or rented or sublet after April 19, 1974 shall be deemed a zoning violation and shall be governed by §16.01.060, *Enforcement and Penalties*.

5. Building Permit Requirements

The following standards shall apply to all structures within the Avalanche Overlay, except remodels to existing, non-engineered single-family homes and for additions under 1,200 gross square feet to existing, non-engineered single family-homes shall only be subject to paragraphs b. and c.

a. Prior to issuance of a Building Permit for any structure within the Avalanche Overlay, the applicant shall submit to the Building Official plans, signed by an engineer licensed in the State of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the City by a recognized expert in the field of avalanche occurrence, force and behavior.

b. All plans submitted with a Building Permit application for property within the Avalanche Overlay District shall be stamped "avalanche zone", together with the applicable subzone designation.

c. Prior to the issuance of any Building Permit for construction or improvements within the Avalanche Overlay District, the applicant shall submit to the Building Official a written acknowledgment on a form provided by the City, signed by the property owner under seal of a notary public, of the property owner's actual knowledge that the proposed building or improvement will be located within the Avalanche Overlay District. The property owner will also acknowledge that they have actual knowledge of the studies conducted to date regarding the Avalanche Overlay District.

6. General Notice Requirements

In order to provide reasonable notice to the public of the avalanche potential within all areas designated Avalanche Overlay District, the following notice regulations and requirements are adopted for all real property and structures located within such zone:

a. The City shall file with the Office of the Blaine County Recorder such document(s) as necessary to provide record notice of each existing lot and/or parcel of real property within the Avalanche Overlay District; and such document(s) as necessary to provide record notice that each owner who rents or leases any structure located in whole or part within the Avalanche Overlay District shall provide the tenant, lessee, or subtenant with

written notice that the property is located within the Avalanche Overlay District prior to any occupancy.

b. The City shall post signs in the public right-of-way to reasonably identify the boundaries of the Avalanche Overlay District.

c. All persons who rent, lease, or sublet any structure or premises within the Avalanche Overlay District shall provide the tenant, lessee, or subtenant with written notice that the property is located within such Avalanche Overlay District prior to occupancy.

d. Each real estate agent, sales person, broker, and private party who offers for sale or shows a parcel of real property and/or structure for sale, lease, or rent within the Avalanche Overlay District shall, upon first inquiry, provide the prospective purchaser, lessee, or tenant, prior to viewing the real property, with written notice that the real property and/or structure is located within the Avalanche Overlay District. Furthermore, such written notice shall state that the studies referred to in §16.02.060.B.2 are available for public inspection at the Office of the City Clerk and that the studies should be reviewed prior to any party entering any agreement, contract, or lease.

e. All brochures and other printed materials advertising and/or soliciting reservations for sale, rental or lease of living units within the Avalanche Overlay District shall contain a provision designating that the unit or units are located within the Avalanche Overlay District.

7. Suspension of City Services

During periods of avalanche danger, City services may be suspended or otherwise not be provided to property within the Avalanche Overlay District; nor shall the City accept responsibility for or guarantee that such services, rescue efforts or emergency services will be provided during periods of avalanche danger.

8. Warning and Disclaimer of Safety and Liability

a. Avalanches occur naturally, suddenly, and unpredictably based upon steepness of slope and runout area, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The Avalanche Overlay District designated in this Code is considered reasonable for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This Code does not represent or imply that areas outside the Avalanche Overlay district are free from avalanches or avalanche danger.

b. The fact that the City has not prohibited development, construction, or use of real property within the Avalanche Overlay district does not constitute a representation, guarantee, or warranty of any kind as to the safety of any construction, use or occupancy. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the City, or any official or employee, of the practicality or safety of any construction, use or occupancy, and shall create no liability upon or cause of action against such public body, or its officials or employees, for any injury, loss or damage that may result.

c. Avalanches occur naturally, suddenly, and unpredictably, and persons who develop or occupy real property within the Avalanche Overlay District do so at their own risk.

C. WSBA and WSBA-1: Warm Springs Base Area Overlay Districts

1. Purpose

The Warm Springs base area, as one of only two access points to skiing on Bald Mountain, is a key hub for tourist and recreational activities in the city. Due to the unique nature of skier base areas, and their importance to the City's tourism economy, an overlay zoning district is found to be an appropriate tool to encourage desired uses in the base area. The intent of this zoning district and each of its regulations is to:

a. Provide a unique experience based on the specific geography and community characteristics of the Warm Springs base area.

b. Build on the existing village character.

c. Expand the variety of uses and users.

d. Stimulate year-round activity.

e. Enhance connectivity between uses.

f. Maintain key public views.

g. Promote open space and connections to nature.

2. Applicability

a. Projects Up to and Including a 0.5 Floor Area Ratio (FAR)

Projects up to and including a 0.5 FAR are not subject to the additional requirements of this section, and are governed by the underlying zoning district.

b. Projects Over a 0.5 FAR

Projects with a FAR greater than 0.5 shall be subject to the additional requirements of the Warm Springs Base Area Overlay districts (WSBA and WSBA-1).

3. Boundaries of WSBA and WSBA-1 Overlay Districts

The requirements of the WSBA and WSBA-1 overlay districts shall apply to improvements to any property within the portion of Warm Springs as defined on the boundary marked on the Ketchum zoning map.

4. Desired Uses and Floor Area Ratio Table

a. Approach

The purpose of this section is to encourage certain uses by allowing additional floor area for these uses. The following standards apply when preferred uses are included, as indicated in the floor area ratio table that is provided below. Projects up to and including a FAR of 0.5 are not subject to the regulations of this section. Note that, other than the different standards presented in this section, any other standards that presently exist for the T district would continue to apply.

Table 16-2: FAR Allowances
du: Dwelling Unit

Category	Measure [1]	Amount [2]	FAR Increment [3]	Maximum FAR Per Category	Absolute Maximum FAR
Inclusionary housing	1 on site du	1	0.2	No cap	2.25
	1 off site du	1	0.15		
Hotel/lodging	Bedroom	1	0.015	1.0	
Meeting/ Conference	Square feet	100	0.005	0.3	
Office	Square feet	100	0.005	0.5	
Restaurant/ Retail	Square feet	100	0.025	1.1	
Ski industry related nonprofit	Square feet	100	0.005	0.5	
Ski storage [4]	Square feet	100	0.015	0.2	

Notes:
[1] The "measure" is the type of measurement for the designated use.
[2] The "amount" is the unit of measurement for which a designated amount of additional FAR is allowed.
[3] The "FAR increment" is the amount of additional FAR earned per amount of a designated use provided.
[4] Ski storage that is incorporated with retail space shall be subject to the retail FAR increment. Ski storage that is not incorporated with retail shall be subject to the ski storage FAR increment.

b. Maximum FAR

(1) By Right Maximum FAR

The maximum "by right" FAR is 0.5.

(2) Preferred Uses Maximum FAR

The maximum may be increased up to 2.25, when certain preferred uses and amenities are included, based on Table 16-2. The additional FAR shall also be found to be compatible with the context, using the Warm Springs village design guidelines on file with the City Clerk. The absolute maximum FAR may not be exceeded. It is the total potential to be earned with a combination of the FAR incentives.

(3) FAR Increases Above 1.0

Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in §16.02.060.C.8. The City must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

c. Change in Use

(1) All developments that achieve a FAR greater than 0.5 shall be required to enter into an agreement with the city addressing any future changes to preferred uses (uses that resulted in a greater overall FAR) pursuant to §16.07.020.E.8.

(2) The agreement shall include stipulations for changes in preferred uses and shall outline specific requirements for changes to preferred uses. For example, the

agreement could require that 25 percent of the uses remain as community housing or retail.

(3) Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in §16.02.060.C.8. The City must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

5. Building Massing Standards and Building Height

a. Approach

The following massing and height regulations are intended to permit taller building portions, but limit taller building portions to sites that have been determined to be able to accommodate the increased height without compromising other goals and objectives for the Warm Springs base area. Taller building portions are more compatible when a substantial portion of the development is at a lower scale. Having two story elements at the street edge is particularly important. The following regulations encourage stepped building forms, create an active street edge, and promote views and open space. These standards would influence the perceived mass of a building by setting certain limits on massing, which would result in "sculpting" the building form.

b. Summary of Building Massing Requirements

Table 16-3: WSBA and WSBA-1 Building Massing Requirements

	WSBA	WSBA-1
Maximum Building Height [1]		
3-4 Stories [2]	50 ft (subject to plate heights at minimum setback and to all fourth floor elements being contained within the roof)	
5 Stories	65 feet	
6 Stories	Prohibited	77 ft
Maximum Upper Floor Footprint		
5th Story	35% of first floor building footprint	35% of first floor building footprint
6th Story (if permitted through Design Review)	Prohibited	25% of first floor building footprint
Maximum Wall Plane Length	60 ft	
Minimum Wall Plane Offset (See Figure 02-3)	Ten feet by 15 ft	
Maximum Plate Height Within 10 Feet of Minimum Setback (See Figure 02-4)	35 ft	

Notes:
[1] The maximum height is for roof pitches of 5:12 and greater only, and as measured from existing, natural, or finished grade to the top of the ridge or highest point, including architectural features.
[2] In the WSBA overlay district, portions of buildings within 30 feet of Howard Drive may not exceed 3-4 stories.

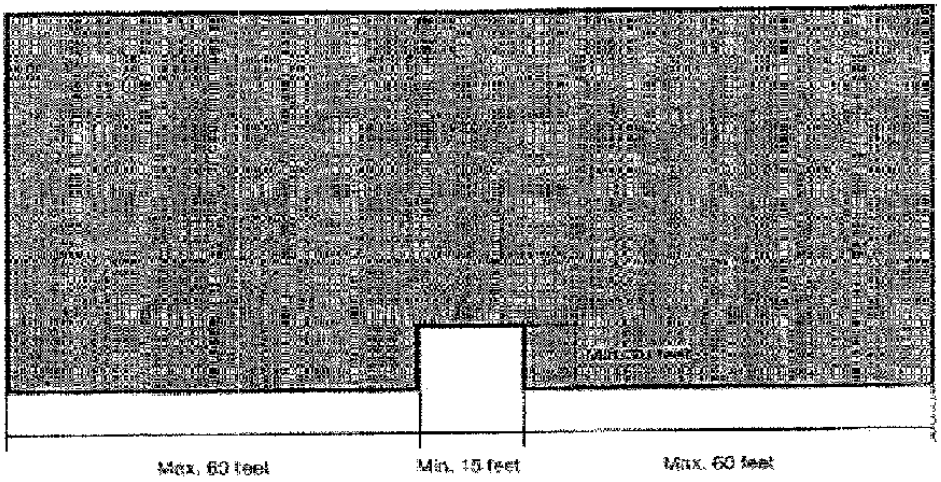


Figure 02-3: Minimum Wall Plane Offset

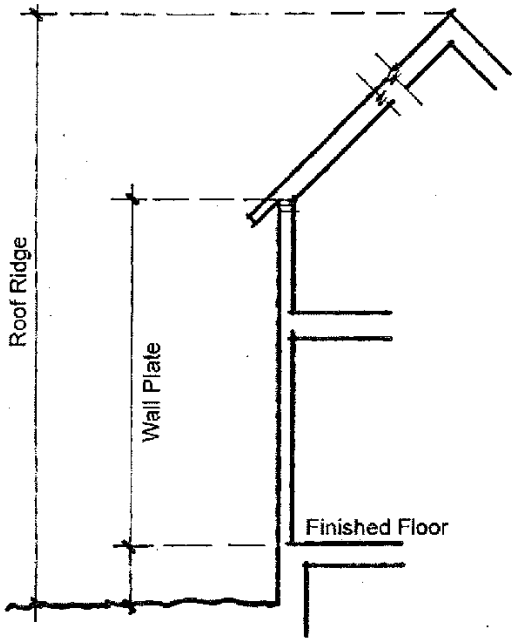


Figure 02-4: Plate Height at Minimum Setback

6. Lot Coverage

a. Approach

Lot coverage shall be regulated by calculating the minimum open site area on the site as determined by the definition found in §16.08.020.

b. Minimum Open Site Area Reduction

The minimum open site area requirement may be reduced based on one or more of the following site criteria:

(1) Size, layout, and/or shape of lot prohibits project from meeting open site requirements.

(2) The project demonstrates water table issues that prohibit underground parking.

(3) Project demonstrates clear benefits from reducing minimum open site requirements.

7. Setback Regulations

Table 16-4: WSBA and WSBA-1 Setbacks

Front Setbacks		
Street face [1] [2]	5 foot setback	Maximum setback
All streets	50% minimum [3]	30 ft [4]

5 ft
15 ft
In the WSBA-1 overlay district, in addition to the mandatory 25-foot riparian zone setback, all development along Warm Springs Creek shall be subject to the following setback requirements: A height plane is established to protect view corridors and sunlight along Warm Springs Creek. This is regulated by Figure 02-5. No building shall exceed this height plane. For example, a 75 foot tall portion of a building is subject to the following setback: Step 1: 75 ft. - 35 ft. = 40 ft. (height above 35 ft.) Step 2: 40 ft. x 1.5 = 60 ft. (additional Warm Springs Creek setback measured from the mandatory 25 ft. riparian setback) For developments that require an additional setback along Warm Springs Creek, the setback zone shall incorporate amenities such as public open space and pedestrian thoroughfares. Design of such amenities and open space shall be subject to criteria outlined in the "Warm Springs Base Area Design Guidelines," on file with the City Clerk.
Notes: [1] When a property extends through to two streets, both streets shall be subject to front yard setback regulations. [2] When a property extends through to two streets, the front yard setback requirement for one street frontage may be modified based on the nature of the surrounding streets and location of the lot. [3] The minimum percentage of the linear dimension of the building front that must be placed at the five-foot setback line. [4] The maximum that any portion of the front of the building may be set back from the front property line. This area shall be public open space that allows for pedestrian circulation. Parking in this area is not permitted, except for loading and unloading areas for accommodations facilities. (Possible exception for property west of Day Lodge and for flexibility through Design Review.)

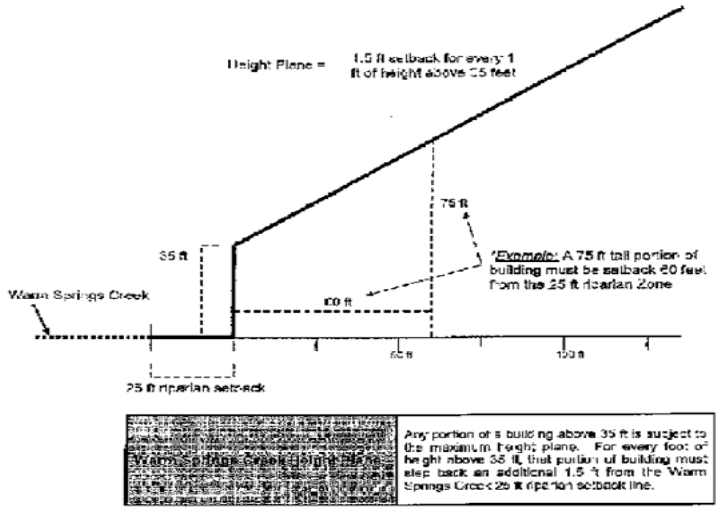


Figure 02-5: Height Plane Calculation

8. Transportation and Parking Regulations

Due to the limitations of Warm Springs Road, alternative travel modes and transit are necessary components of larger projects. To decrease single occupancy vehicle use, this section establishes maximum provisions for on-site parking, coupled with transit demand management requirements.

a. Projects Up to and Including a FAR of 0.5

Parking requirements shall be regulated per §16.04.050.D.

b. Projects With a FAR Greater Than 0.5

Parking shall be regulated by the following chart. For all other parking requirements not outlined in this section, refer to §16.04.050.D.

Table 16-5: Maximum Parking Requirements

Use [1]	Requirement
Residential	1.0 space per 1,500 net sf plus 1 guest space for every 4 residential units
Accommodation	0.75 space per rental/hotel room
Retail trade and retail service	2.0 spaces per 1,000 gross sf
Professional service/office space	2.0 spaces per 1,000 gross sf
Government	1.0 space per 1,000 gross sf

Notes:
[1] For all other uses not itemized in this chart and all other off-street parking regulations, refer to the off-street parking requirements of §16.04.050.

c. Parking Alternatives

(1) Four on street parking spaces per 5,500 square feet of lot area may be counted toward the required parking requirement.

(2) Up to one-eighth of the overall parking requirement may be met via an in lieu payment. The in lieu fee shall be based on the requirements set forth in §16.04.050.J.5.

(3) For projects with a FAR greater than 0.5, a transit demand management (TDM) plan shall be provided that demonstrates that alternative strategies will offset the demand for the parking reduction. TDM plans should consider providing the following strategies:

(A) Bicycle amenities such as standard racks, bicycle lockers, and/or shower facilities.

(B) Provision of a public transit stop, or demonstration of proximate access to an existing transit stop.

(C) Reserved preferential parking spaces for high occupancy vehicles.

(D) Shared parking within mixed use developments.

(E) Publicly accessible permanent display area for information on TDM strategies and options for alternative transit modes.

(F) Shuttle service.

(G) Contribution to public transit or alternative modes fund.

(H) Employee programs such as:

i. Car/van pool coordination and incentive program;

ii. Shuttle program;

iii. Guaranteed emergency ride home program; or

iv. Public transit passes.

D. MO: Mountain Overlay District

1. Purpose

The Mountain Overlay district is established for the following purposes:

a. To identify those areas where, after due investigation, study, and deliberation, the City Council finds that orderly development of hillside areas is vital to the public interest; that the City should regulate access to, erosion of, damage from and construction on hillsides; that it is obligated to protect the public health, safety, and welfare; and that special regulations regarding hillside development should be imposed within such district.

b. To protect the public health, safety, and welfare of inhabitants of hillside areas;

c. To encourage land uses compatible with existing natural resources;

d. To prohibit detrimental alteration of existing topography and terrain, leaving hillsides generally open and unobstructed, to prohibit scarring by roadways;

e. To protect natural land features and wildlife habitat;

f. To minimize or prohibit alteration of hilltops, rock outcrops, knolls, and ridges;

g. To facilitate adequate provision of public services and facilities (i.e., water and sewer, and police, fire, and ambulance protection) through standards appropriate to local conditions;

h. To minimize or prohibit detrimental effects on the natural topography, geology, soils, drainage, wildlife, and vegetation;

i. To carry out provisions contained in the Comprehensive Plan;

j. To minimize the visual impact of building sites and access drives that are significantly higher than the vast majority of building sites in Ketchum;

k. To protect hillsides in Ketchum that are physically and topographically unique due to their present lack of access roads and thus their lack of development;

l. To ensure preservation of hills, ridges, ridgelines, and their natural features that are visible from the valley floor from obstruction by development;

m. To direct building away from the higher elevations; and

n. To assure the property owner is not deprived of economically viable use of their property.

2. Mountain Overlay District Boundaries

a. The Mountain Overlay district boundaries shall be an overlay district and shall designate those areas within the city found to be hillside and mountain areas that, due to their steepness of slope, high visibility from other areas within and outside of the city by the general public, unique physical characteristics including knolls, ridges and rock outcroppings, and/or skyline juxtaposition among other mountain slopes, require regulation in order to carry out the purposes of this district.

b. The Mountain Overlay district shall include all of those areas within the city so designated by the Ketchum zoning map.

3. Uses Permitted

The Mountain Overlay district shall be an overlay district and shall apply the additional requirements of the Mountain Overlay district to the uses and requirements contained in the underlying zoning district. The uses allowed within the underlying zoning district shall be subject to the additional regulations contained in the Mountain Overlay district.

4. Use Restrictions

The following restrictions are imposed upon construction, development, and use of all real property within the Mountain Overlay district. Each of the following activities shall be subject to the Mountain Overlay District standards established in this section and §16.07.030.C, *Design Review* , prior to issuance of a Building Permit, excavation/grading permit or commencement of any work associated with any such activity:

a. Construction or placement of buildings or structures, including additions to any such structures or buildings existing at the Effective Date, upon real property within the Mountain Overlay district;

b. Other excavation of materials, grading and filling for any purpose not associated with construction of buildings and structures described above; and/or

c. Any activity regulated by City street standards in §16.04.020, Access, Connectivity, and Circulation.

5. Mountain Overlay District Standards

a. There shall be no building on ridges or knolls that would have a material visual impact on a significant skyline visible from a public vantage point entering the city or within the city. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;

b. Building, excavating, filling, and vegetation disturbance on hillsides that would have a material visual impact visible from a public vantage point entering the city or within the city shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;

c. Driveway standards as well as other applicable standards contained in §16.04.020.A, shall be met;

d. All development shall have access for fire and other emergency vehicles to within 150 feet of the furthest exterior wall of any building;

e. Significant rock outcroppings shall not be disturbed;

f. International Building Code (IBC) and International Fire Code (IFC) and Fire Department requirements shall be met;

g. Public water and sewer service shall comply with the requirements of the City;

h. Drainage shall be controlled and maintained to not adversely affect other properties;

i. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation, and/or natural stone materials. Revegetation on hillsides with a clear zone of 30 feet around all structures is recommended. The clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Planning and Building Department. Revegetation outside of this clear zone should be compatible with the surrounding hillsides;

j. There shall not be other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;

k. Access traversing 25 percent or greater slopes shall not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;

l. Utilities shall be underground;

m. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;

n. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and

o. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one that gives historical and/or cultural importance to the neighborhood and/or community.

p. Encroachments of below grade structures into required setbacks are subject to §16.02.070.A.10 and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

16.02.070. Measurements and Exceptions

A. Supplementary Yard Regulations

1. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet.
2. Fire escapes may extend into a required rear or side yard not more than six feet. Fire escapes in setbacks shall be the minimum size and configuration required by the adopted international building code.
3. The side yard along the street side of a corner lot shall be not less than two-thirds the front yard requirement for the district in which the lot is located.
4. In measuring the rear yard of a principal building where the rear lot line abuts an alley, measurement may be made to the centerline of the alley, provided no building is located within the right-of-way of the alley.
5. No part of a yard required for a building for the purpose of complying with the provisions of this Code shall be included as a yard for another building.
6. Any and all structure(s) located adjacent to the Big Wood River, Trail Creek or Warm Springs Creek shall be set back a minimum of 25 feet from the mean high water mark of the stream.
7. Decks less than 30 inches in height from existing grade may be constructed to the property line. All decks and fences located adjacent to the Big Wood River, Trail Creek and Warm Springs Creek shall be set back a minimum of 25 feet from the mean high water mark of the stream.
8. Decks more than 30 inches in height from existing grade at any point shall be subject to setbacks, except in the GR-H, T, T-3000, and T-4000 districts. In the GR-H, T, T-3000 and T-4000 districts, decks more than 30 inches in height from existing grade may be allowed to encroach into the required yard setback up to a maximum one-half the distance of the required yard setback, or four feet, whichever is less, with Design Review approval. In addition to requirements set forth in §16.07.030.C.2, *Design Review,* the following criteria shall apply:
    a. A minimum of five feet is maintained between any point of the deck and the property line;
    b. The application has been approved by the subject property's homeowners' association (if any);
    c. Written approval from a majority of owners of property contiguous to the subject property has been obtained;
    d. Upper story decks/balconies are cantilevered from the building (no supporting posts are permitted within the required yard setback);

e. No portion of a deck that encroaches into the required yard setback may be enclosed or covered by a roof; and

f. Restrictions on exterior storage of personal property may be required through the Design Review process.

9. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council.

10. Encroachments of below grade structures into required setbacks are permitted provided all of the following standards are met:

    a. Below grade encroachments into the riparian setback are not permitted; and

    b. Construction activity shall not occur on adjacent properties; and

    c. Encroachment of underground buildings or portions of buildings into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare; and

    d. Underground encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and

    e. The ground above underground encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by this Code. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and

    f. Below grade encroachments into required setbacks shall not interfere with drainage.

    g. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.

11. For lots with platted building envelopes, all buildings shall be placed according to the location of the platted building envelope or the setbacks, whichever is more restrictive. All other structures may be placed outside of the building envelope or within setbacks provided all other applicable requirements are met. For lots with platted building envelopes, all provisions above shall apply to the platted building envelope or the setback, whichever is more restrictive.

B. Community Housing Incentive

1. General Requirements

All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000, and CC districts, unless otherwise specified in this Code, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in §16.08.020 may exceed the floor area listed in the table below subject to §16.03.030.C.4.

Table 16-6: Maximum Permitted Gross FAR

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

2. Community Housing Incentive

a. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in the table with inclusionary housing incentive.

b. In the CC district, the maximum floor area incentive applies to buildings up to three stories in height. Buildings above three stories may exceed the 2.25 FAR maximum and do not have a maximum FAR limitation only pursuant to the pertinent Code provisions allowing for a fourth floor for uses such as hotels, PUDs, and 100 percent community housing projects. For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this section.

c. An increased FAR may be permitted subject to Design Review approval, and provided, that all of the following conditions are met:

(1) A minimum of 20 percent of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a 15 percent reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

(2) After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the City that groundwater on the subject property precludes underground parking, a credit of 350 square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the 20 percent deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

(3) Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the City. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the City Council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the

City or other nonprofit entity to construct the balance of the community housing unit with additional funds.

(4) All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the City Council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the City.

(5) The community housing units shall be targeted for the governing housing authority housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. The recommendation, if mutually agreed upon by the applicant and the Planning and Zoning Commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the City Council.

(6) The City's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the City closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

   (A) Housing constructed by the applicant on or off site, within the city;

   (B) Payment of an in lieu fee; or

   (C) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

(7) In addition to those outright options noted in this section, the City Council may consider alternative proposals by the applicant to fulfill the community housing incentive. The Council has full discretionary power to determine the request. Options for fulfillment of the community housing incentive include, but are not limited to:

   (A) Land conveyance to the City;

   (B) Existing housing unit buy down or mortgage buy down; or

   (C) Other proposals and options as approved by the City Council.

Chapter 16.03 Use Regulations

16.03.010. Purpose

This chapter provides specific standards for accessory and principal uses allowed in City zoning districts. These standards are intended to strengthen the City's unique character and lessen the impact that certain uses have on adjoining properties and neighborhoods.

16.03.020. Table of Permitted Uses

A. Table of Permitted Uses

Table 16-7 lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a Conditional Use Permit (C), or permitted as an accessory use (A) to a principal use.

B. Overlay Districts

Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a Conditional Use Permit, or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.

C. Additional Requirements

In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in Chapter 16.04, *Development Standards*.

D. Accessory Use

An accessory use, unless otherwise permitted for in this Code, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site.

E. Classification of New and Unlisted Uses

If an application is submitted for a use category or use type that is not specifically listed in Table 16-7, the Administrator shall determine the appropriate use category and use type for the proposed use. In such determination, the Administrator shall consider the potential impacts of the proposed use including the nature of the use and whether it includes dwellings, sales, processing, storage, operations, employment characteristics, nuisances, requirements for public utilities, and transportation requirements.

F. Table of Permitted Uses

Table 16-7: Table of Permitted Uses
P = permitted ***C*** = Conditional Use Permit required ***A*** = Accessory P/C = See use-specific standards ***Blank Cell*** = use prohibited

	Residential								Commercial and Mixed-Use								Other		
	LR	***LR-1***	***LR-2***	***GR-L***	***GR-H***	***STO-.4***	***STO-1***	***STO-H***	***T***	***T-3000***	***T-4000***	***CC - 1***	***CC - 2***	***LI-1***	***LI-2***	***LI-3***	***RU***	***AF***	***Use-Specific Standards***
Residential																			
Community housing units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	16.02.070.B.2
Dwelling, one-family	P	P	P	P		P	P	P	P	P	P	C	C				C	P	16.03.030.A.1 16.03.030.A.4
Dwelling, multi-family				P	P			P	P	P	P	P	P	C	C	C	C		16.03.030.A.2 16.03.030.A.4
Work/live unit														P	P	P			16.03.030.A.3 16.03.030.A.4
Residential care facility	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	16.03.030.A.5
Public and Institutional																			
Community and Cultural Facilities																			
Assembly, place of				C	C				C			C	C						16.03.030.B.1
Cemetery																	C	C	
Cultural facility									P			P	P				C		16.03.030.B.2
Daycare center				C	C				P	P	P	P	P	C		C			16.03.030.B.3
Daycare facility				C	P			C	P	P	P	P	P	C		C	P		
Golf course	P	P	P	P	P	P	P	P	P	P	P						C		16.03.030.B.4
Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C	
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Recreation facility, semi-public				C	C				C										
Semi-public use					C				P/C	C	C	P	P				C	C	16.03.030.B.5
Educational Facilities																			

School residential campus																P			16.03.030.B.6
Healthcare Facilities																			
Hospital									C			C	C						16.03.030.B.7
Medical care facility					C				P			P	P						
Mortuary												C	C						16.03.030.B.8
Commercial																			
Adult Uses																			
Adult only business															C				
Agriculture and Animal																			
Agriculture, commercial																		P	
Equestrian facility																	C	C	
Kennel, boarding														P	P				
Veterinary service establishment														P	P		C		16.03.030.C.1
Food and Beverage Services																			
Bar/lounge									P	P	P	P	P	C	C				16.03.030.C.2
Food service									P	P	P	P	P	P/C	P/C	P/C	C		16.03.030.C.3
Lodging Facilities																			
Hotel									P	P	P	P	P						16.03.030.C.4
Lodging establishment									P	P	P	P	P						
Short-term rental	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	16.03.030.C.5
Tourist house									P	P	P	P	P						16.03.030.C.6
Tourist housing accommodation						P	P	P	P	P	P								16.03.030.C.7
Office, Business, and Professional Services																			
Business support service									P			P	P	P	P				16.03.030.C.8
Office, business									P/C			P/C	P			P			16.03.030.C.9
Office, contractor-related business									P/C			P/C	P	P	P	P			16.03.030.C.9

Professional research service														P	P	P			
TV and radio broadcasting station														P	P	P			
General Services																			
Commercial studio									P			P	P	P	P	P			16.03.030.C.10
Instructional service									P			P	P	C	C				16.03.030.C.11
Laundry, industrial														P	P				
Personal service									P	P	P	P	P	P					16.03.030.C.12
Recreation and Entertainment																			
Health and fitness facility - wellness focus									P			P	P	P	P	P			16.03.030.C.13
Outdoor entertainment									P	P	P	P	P						
Performing arts production									P			P	P				C		16.03.030.C.14
Recreation facility, commercial				C	C				P/C	C	C	P	P				C		16.03.030.C.15
Recreation facility, high intensity														P	P				
Ski facility									C	C	C						C	C	16.03.030.C.16
Retail Sales																			
Convenience store									P			P	P	P	P				16.03.030.C.17
Grocery store									P			P	P						16.03.030.C.18
Retail trade									P			P	P	P	P		C		16.03.030.C.19
Transportation																			
Parking facility, off-site									C	C	C	C	C	P	P	P			
Parking, shared									P/C	C	C	P	P	C	C	C			16.03.030.C.20
Truck terminal														P	P				
Vehicles and Equipment																			
Maintenance service facility														P	P		C		

Motor vehicle fueling station														C	C				16.03.030.C.21
Motor vehicle sales														C	C				
Motor vehicle service														P	P				
Repair shop									P	P	P	P	P	P	P				16.03.030.C.22
Industrial																			
Manufacturing and Processing																			
Craft/cottage industry														P	P	P			
Hybrid production facility									P			P	P	P	P				16.03.030.D.1
Industrial design														P	P	P			
Manufacturing														P	P				
Recycling center															C				
Storage and Warehousing																			
Construction material laydown yard														P	P	P			
Off-site snow storage, commercial									P/C			P/C	P/C	P/C	P/C	P/C			16.03.030.D.2
Off-site snow storage, neighborhood	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C		P/C	P/C								16.03.030.D.2
Self-service storage facility														P	P				
Storage yard														P	P	P			
Warehouse														P	P	P			
Wholesale														P	P				
Public and Semi-Public Utility																			
Geothermal utility											C								16.03.030.E.1
Public utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Wireless communication facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	16.03.030.E.2

Accessory																			
Agriculture, urban	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.1
Avalanche protective, deflective, or preventive structure/earthwork	C	C	C	C	C	C	C	C	C	C	C						C	C	
Daycare home	A	A	A	A	A	A	A	A	A	A	A			C				A	16.03.040.B.2
Daycare, onsite employees														A	A	A			
Drive-through facility									P			P	P						16.03.040.B.3
Dwelling unit, accessory	A	A	A	A	A	A	A	A	A	A	A	A	A					A	16.03.040.B.4
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Energy system, solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Energy system, wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Equestrian facility, residential	A	A	A	A	A	A	A	A	A	A	A							A	16.03.040.B.5
Fallout shelter	A	A	A	A	A	A	A	A	A	A	A							A	16.03.040.B.6
Guesthouse	A	A	A	A	A	A	A	A	A	A	A								16.03.040.B.7
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.8
Household pets	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.9
Recreation facility, residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A			16.03.040.B.10
TEMPORARY																			
Temporary sawmill																		C	

16.03.030. Use-Specific Standards

A. Residential Uses

1. Dwelling, One-Family

a. All Districts

All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

b. District-Specific Standards

(1) In the GR-L district, two one-family dwellings are permitted on one lot.

(2) In the T district, through the provision of a Conditional Use Permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling. One-family dwellings are prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator

(3) In the CC districts, through the provision of a Conditional Use Permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.

(4) In the RU district, the total number of one-family dwellings shall be limited to five dwelling units. Each dwelling unit shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.

2. Dwelling, Multi-family

a. All Districts

(1) All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

(2) Adequate interior storage space for personal property of the resident of each unit.

(3) For condominium developments:

(A) A maintenance building or room shall be provided of adequate size and location for storage of maintenance equipment and supplies for common areas.

(B) 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.

b. All Other District-Specific Standards

(1) In the GR-L district, multi-family dwellings shall be limited to two dwelling units.

(2) In the GR-H, T, T-3000, T-4000, CC-1, and CC-2 districts, reference §16.04.070 for minimum residential density requirements for new developments or expansions of existing buildings.

(3) In the T, CC-1 and CC-2 districts, community housing units are not permitted within basements.

(4) In the CC-1 district, residential units shall not be located on the ground floor with street frontage.

(5) In the CC-2 district, ground floor residential with street frontage is not permitted for the properties located from the alley west of Main Street to N. 2nd Avenue between 2nd and 5th Streets. See Map A on file with the Administrator.

(6) Multi-family dwellings in the LI districts shall meet the standards in §16.03.030.A.4 below.

(7) In the RU district, multi-family dwellings shall be limited to five dwelling units. Each dwelling unit shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.

3. Work/Live Unit

a. Work/live units in the LI districts shall meet the residential development standards of §16.03.030.A.4 below.

b. All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

4. Residential Development in Industrial Districts

a. Ground Floor

Except deed restricted community housing units approved by City Council in the LI-3, dwelling units shall not occupy the ground floor.

b. Dwelling Units

Unless otherwise specified in this section, up to 50 percent of any light industrial building may be devoted to dwelling units and up to 50 percent of a work/live unit's gross floor area may be devoted to the residential portion of a work/live unit.

c. Individual Units

Except as set forth in the following instances noted herein below, dwelling units shall not be separated in any manner for sale as individual units and may only be leased or rented. The instances where dwelling units may be sold are limited to:

(1) City approved work/live units, as defined in §16.08.020;

(2) Three-story projects in the LI-3 where not less than one-third of the total square footage of housing units includes deed restricted community housing that are for sale consistent with §16.03.030.A.4.j, *Residential Units in the LI-3 District*;

(3) Four-story and five-story projects in LI-2 and LI-3 where not less than two-thirds of the total square footage of housing units includes deed restricted community housing units that are for sale consistent with §16.03.030.A.4.f, *Fourth or Fifth Floor*;

(4) Existing nonconforming single-family dwellings in the LI-1 prior to adoption of City Ordinance No. 85, as enacted on May 27, 1965;

(5) Existing condominiums and work/live units with less than 1,000 square feet of residential gross floor area that have a valid residential Conditional Use Permit prior to the adoption of this section as published.

d. Work/Live Units

In the approval of work/live units, the City shall also find that:

(1) The work portion of the unit meets the definition of work/live unit set forth in §16.08.020, including that the project is subject to City Council approval of a restrictive covenant;

(2) The work unit is:

(A) Suitable for on-site employees, foot traffic/customers, and meets applicable building and fire codes;

(B) Signed and posted with regular hours of operation;

(C) Served by the prominent means of access for the work/live unit; and

(D) Associated with a business license for a use allowed (either conditionally or permitted) in the district.

(3) The residential portion of the living space is accessory to the principal use as a place of work. A finding that the residential space is accessory to the work space shall be based on measurable findings, including but not limited to:

(A) The size of the live portion of the work/live unit is both smaller than the work portion of the unit and, further, the live portion of the work/live unit does not exceed 1,000 gross square feet;

(B) Means of access to the residential portion of the unit is not prominent and, preferably, is located to the side or rear of the property; and

(C) Suitable residential parking that does not interfere with snow removal or the operation of proximate LI uses and, further, is pursuant to the parking and loading requirements set forth in §16.04.050.

e. Size

Dwelling units in the LI district shall be a minimum of 400 square feet. In the LI-1 and LI-2 no individual dwelling unit shall exceed a maximum of 2,000 square feet, contain more than two bedrooms, and all units shall not exceed a mean average of 1,000 square feet.

f. Fourth or Fifth Floor

Buildings proposing a fourth or fifth floor with a qualifying ground floor consistent with the underlying zoning district shall comply with the following minimum criteria:

(1) If dwelling units are to be sold, a minimum of two-thirds of the total square footage of housing units shall be for deed restricted community housing units that are for sale and the deed restricted community housing units shall be designed and administered pursuant to the Blaine County Housing Authority guidelines;

(2) The area designated as light industrial shall be as follows:

(A) The area designated as light industrial shall be a minimum of 25 percent of the gross floor area in four-story buildings.

(B) The area designated as light industrial shall be a minimum of 20 percent of the gross floor area in five-story buildings.

(C) Subject light industrial use shall not be for personal storage by dwelling occupants;

(3) Up to 75 percent of the gross square footage of any four-story building and up to 80 percent of the gross square footage of a five-story building may be devoted to dwelling units; and

(4) Unless otherwise deemed appropriate by the Administrator, common area allocation shall be assessed at a LI to residential ratio of 1:1 for four-story buildings and 2:3 for five-story buildings.

g. Anti-Nuisance and Notice Provisions

(1) The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.

(2) All persons who rent or sublet any residential living unit within the LI district shall provide the tenant, lessee, or subtenant with written notice that such unit is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

(3) Every real estate agent, sales person, broker, and private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such LI districts shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such LI district.

(4) All brochures and other printed materials advertising rental or lease of a living unit within the LI districts shall contain a provision designating that such unit or units are located within the LI district and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the LI district are subordinate and, therefore, junior in nature to the legal light industrial activities within the district.

h. Compliance

Compliance with all applicable Code sections, including among others, the City's parking and loading standards as set forth in §16.04.050, except that if a parking reduction is requested through a Transportation Demand Management Plan per §16.04.050.J, the reduction request shall be submitted to the Administrator and the City Council will determine if such request shall be approved.

i. Conditions of Approval

Conditions including, but not limited to, the following may be attached to the Conditional Use Permit approval:

(1) Access to the residential units relative to design and relationship to light industrial uses, including suitable access consistent with adopted City standards;

(2) Separation of residential and light industrial parking on the site to minimize conflicts;

(3) Restrictions on exterior storage of personal property of tenants;

(4) Certificate of occupancy required prior to occupancy of units;

(5) Fire Department and Planning and Building Department requirements shall be met prior to occupancy;

(6) Snow removal required to ensure utility of residential spaces and non-interference with continuous LI operations;

(7) Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses;

(8) Construction techniques that aid sound proofing and limit externalities of LI noise and use impacts on residences is encouraged;

(9) Provision for and reasonable extension of sidewalks to assure safe pedestrian access; and/or

(10) Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in §§16.03.030.A.4.a through 16.03.030.A.4.i.

j. Residential Units in the LI-3 District

In addition to compliance with the all of the above criteria in this section, residential units in the LI-3 district shall comply with the following minimum criteria:

(1) A minimum of one-third of the total square footage of housing units shall be deed restricted community housing units;

(2) Deed restricted community housing units shall be designed and administered pursuant to the Blaine County Housing Authority guidelines;

(3) The area designated as commercial LI-3 use shall be a minimum of 34 percent of the total floor area. The commercial light industrial use shall not be for personal storage by dwelling occupants; and

(4) Up to 66 percent of any building may be devoted to dwelling units.

(5) Dwelling units shall be a minimum of 400 square feet and shall not exceed 1,400 square feet total and shall contain no more than three bedrooms.

5. Residential Care Facility

a. Residential care facilities shall be prohibited in the Avalanche Overlay district.

b. In the CC-1 district, residential care facilities shall not be located on ground floor street frontage.

c. All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

B. Public and Institutional Uses

1. Assembly

a. In the GR-L and GR-H districts, this use shall be limited to religious institutions. No other assembly uses are permitted.

b. In the T district, this use is permitted only permitted for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.

2. Cultural Facility

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

3. Daycare Center and Daycare Facility

a. All Zoning Districts

(1) Daycare centers and daycare facilities shall be prohibited in the Avalanche Overlay district.

(2) Adequate recreational facilities, as determined by the Administrator or Planning and Zoning Commission, shall be provided.

(3) Sightproof fencing, landscaping and/or additional setback shall be provided between any outdoor play area and adjacent residential uses as deemed necessary by the Administrator or the Commission.

(4) Outdoor play areas and structures shall not be located in the designated front yard.

(5) Outdoor play hours shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday.

(6) Hours of operation shall be limited to 7:30 a.m. to 6:00 p.m., Monday through Friday, unless otherwise approved by the Planning and Zoning Commission through a Conditional Use Permit.

(7) Daycare centers or facilities located within townhouse and condominium developments shall require written approval from the homeowners' association.

(8) The daycare center or facility shall not access from State Highway 75 or Saddle Road.

(9) On site drop off/pick up parking spaces shall be designed to prevent vehicles from backing onto roadways as deemed necessary by the Administrator or the Commission.

b. District-Specific Standards

In addition to the criteria above, daycare centers and daycare facilities in the LI-1 and LI-3 districts shall comply with the following criteria:

(1) On-site employee daycare is only permitted as an accessory use to commercial in the LI districts.

(2) Drop off/pick up parking spaces and play areas shall be fenced or screened from adjacent light industrial uses as deemed necessary by the Administrator or Commission.

(3) The applicant is aware that the use of the property for a daycare center or facility in a LI district can result in conflict with adjacent light industrial uses, that certain aspects of a daycare center of facility may not be compatible with certain light industrial uses, that the light industrial uses may, on occasion or in certain respects, be incompatible with a daycare center or facility, that due to the subordinate and

junior nature of the daycare center or facility to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a daycare center or facility, but the City may impose restrictions on certain aspects of the daycare center or facility as it affects neighboring light industrial uses.

(4) Daycare providers shall provide all current and prospective customers with a letter or brochure that states that the business is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities. A copy of such letter or brochure is to be provided to the City prior to Conditional Use Permit approval.

(5) Any and all advertisements for a daycare center or facility shall state that the business is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

(6) Every real estate agent, sales person, broker, and private party who offers for lease, rent or sale, or shows a parcel of real property and/or structure for lease, rent or sale within such LI district, shall, upon first inquiry, provide the prospective lessee, tenant, or buyer of such real property with written notice that such real property and/or structure is located within such LI district.

4. Golf Course

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. This use is permitted on all other properties in the T district.

5. Semi-Public Use

In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

6. School Residential Campus

a. A development agreement shall be required pursuant to §16.07.020.E.8.

b. Square footage of the building dedicated for residential use, including dormitory and employee housing units and common bathrooms and showers but excluding the common kitchen and circulation areas, shall be less than 50 percent of the total square footage of the building including any basement area.

c. Dwelling units to be occupied by employees of the institution may be located on the ground floor, subject to the terms of the development agreement. Dormitory units shall not be located on the ground floor.

d. Dormitory units may be developed, sized and changed over time as deemed appropriate for occupancy by two or more persons each.

e. Dormitory bathrooms are to be clustered for use by occupants of dormitories.

f. Dormitory kitchen and dining spaces are to be designed to be used in common by occupants.

g. Design review under §16.07.030.C shall be required for a new building, addition to existing building or remodel of the exterior of an existing building.

h. Employee housing units shall not be separated in any manner for sale as individual units.

i. All residential units can be used for occasional use by other nonprofit organizations.

j. Employee housing units shall be a minimum of 400 square feet and shall not exceed 1,400 square feet total and shall contain no more than three bedrooms.

k. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.

l. The institution that provides living space within the mixed use building in the Light Industrial 3 District (LI-3) shall provide the tenant, lessee, or subtenant with written notice that such unit is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

m. Conditions including, but not limited to, the following may be attached to the development agreement:

(1) Restrictions on exterior storage of personal property of occupants;

(2) Certificate of occupancy required prior to occupancy of dormitory rooms and living units;

(3) Fire Department and Planning and Building Department requirements shall be met prior to occupancy;

(4) Snow removal required to ensure utility of parking spaces;

(5) Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in this section, or to promote the public health, safety, and welfare.

7. Hospital

In the T district, this use is only permitted for properties with frontage along River Street from S. Leadville Ave. to S 2nd Ave. See Map B on file with the Administrator.

8. Mortuary

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

C. Commercial Uses

1. Veterinary Service Establishment

In the RU district, this use shall only be allowed in conjunction with an equestrian facility.

2. Bar/Lounge

a. In the T-3000 and T-4000 districts, a bar/lounge shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1 and LI-2 districts, bars/lounges shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the Conditional Use Permit.

3. Food Service

a. In the T-3000 and T-4000 districts, food service shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1, LI-2, and LI-3 districts, catering and food preparation is permitted, but restaurants require a Conditional Use Permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the Conditional Use Permit.

c. In the RU district, food service is only allowed as an accessory use.

4. Hotel

a. Hotels may exceed the maximum floor area, height, or minimum open site area requirements of this Code subject to the following review process:

(1) A Planned Unit Development, outlining the requested exceptions to bulk regulations, shall be prepared and approved by the City.

(2) A subarea analysis, addressing the Comprehensive Plan designation for the subarea; impacts of the proposed hotel on the character and scale of the surrounding neighborhood; impacts on proposed height and mass relative to the City's Design Review standards and the PUD standards; and the appropriateness of the subarea for a hotel that exceeds the dimensional standards requirements of the underlying zoning district, shall be prepared and approved by the City.

b. In addition to all other hotel requirements of this Code, the following standards apply to hotels in the T and CC districts:

(1) For hotel developments, community housing calculations apply to all residential units. However, 100 percent of the community housing requirement will be waived only for the residential portion of hotel projects that meet the hotel definition adopted by the City Council.

(2) Hotel developments are required to mitigate employee housing impacts at a ratio of 25 percent of the total number of employees calculated by the following formula: one employee per hotel room or bedroom.

(3) The applicant shall provide an employee housing plan that outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for a mix of employee housing that addresses the range of employees needed to serve the hotel.

(4) The City Council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off-site mitigation, payment of in lieu fees, land in lieu of units, voluntary real estate transfer fees or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include workforce housing on site. The Council has full discretionary power to deny the request.

(5) Hotels shall enter into a development agreement with the city as part of the approval process. The development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives, and remedies if the hotel use ceases, and any other issues the Planning and Zoning Commission or City Council deems appropriate. The development agreement shall follow the public hearing process as outlined in §16.02.050, *Planned Unit Development* (PUD). The development agreement shall be subject to §16.07.020.E.8.

(6) Hotels may build a fourth floor. If a site meets the criteria for five-story hotel site designation, a fifth floor may be built. Five-story hotels may only be approved via a Planned Unit Development (PUD) as outlined in §16.02.050. A property shall meet all of the following criteria to be designated as a five-story hotel site:

(A) Is located in subdistrict A, retail core of the community core district.

(B) Has a minimum lot area of 33,000 square feet.

5. Short-term Rental

Short-term rentals in the Avalanche Overlay district shall comply with the standards in §16.02.060.B.

6. Tourist House

a. In the T district, this use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the CC-1 and CC-2 districts:

(1) Tourist houses shall only be located in existing one-family dwellings.

(2) Additions to the home shall not exceed 20 percent of the existing square footage.

7. Tourist Housing Accommodation

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

8. Business Support Service

This use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

9. Office, Business and Contractor-Related Business

a. In the T district, this use is permitted by right without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map

B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

b. In the CC-1 district, a Conditional Use Permit is required if the use is located on the ground floor with street frontage.

10. Commercial Studio

a. In the T district, this use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the LI districts, commercial studio events shall comply with the following standards:

(1) Events shall be limited to no more than 90 days per calendar year.

(2) Maximum occupancy at any given event shall be limited to less than 100 persons.

(3) Restrooms for patrons shall be available on site and comply with all building and fire code requirements.

(4) Food and beverage may be served only during the operational hours of an actual event, and all necessary permits shall be obtained prior to the event.

(5) Events shall only occur according to the following times:

(A) Monday through Friday: 5:30 p.m. to 12:00 midnight.

(B) Saturday and Sunday: 12:00 noon to 12:00 midnight.

(6) All building and fire code requirements shall be met prior to holding any event.

(7) All events shall be produced by the owner or primary tenant of the property.

(8) The owner or primary tenant of the property shall be present on site for the duration of each event.

(9) The owner or tenant of the property is aware light industrial uses may conflict with commercial studio events. Due to the subordinate and accessory nature of commercial studio events, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a commercial studio event.

11. Instructional Service

a. In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the LI-1 and LI-2 districts, this use shall be permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

12. Personal Service

a. In the T-3000 and T-4000 districts, this use shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1 district, this use shall be limited to laundromats and dry cleaning establishments.

13. Health and Fitness Facility - Wellness Focus

In the LI districts, this use shall be permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

14. Performing Arts Production

In the T district, this use is permitted on properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.

15. Recreation Facility, Commercial

a. In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

b. In the CC-1 and CC-2 districts, all facilities shall be indoor operations only.

16. Ski Facility

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

17. Convenience Store

a. In the LI-1 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Retail in conjunction with manufacturing, warehousing, or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.

b. In the LI-2 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less;
   (4) Other retail in conjunction with manufacturing, warehousing, or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less.
   (5) Retail uses referenced in (3) and (4), above, shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.

18. Grocery Store

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

19. Retail Trade

a. In the T district:
   (1) This use shall not exceed 2,500 square feet.
   (2) This use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the CC-1 and CC-2 districts, this use shall be limited to 36,000 square feet gross floor area and 55,000 square feet net leasable floor area.

c. In the LI-1 district:
   (1) The following forms of retail trade are permitted:
      (A) Equipment rental, including sporting equipment and entertainment equipment;
      (B) Building, construction, and landscaping materials; small engines with associated sales; and
      (C) Retail in conjunction with manufacturing, warehousing, or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less.
   (2) No advertising is displayed from windows or building facades.
   (3) No access onto a major arterial is allowed if an alternative access is available.

d. In the LI-2 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less;
   (4) Other retail in conjunction with manufacturing, warehousing, or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less.
   (5) Retail uses referenced in (3) and (4), above, shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available

e. In the RU district, retail trade is allowed as an accessory use.

20. Parking, Shared

a. Shared parking shall comply with the standards in §16.04.050.I, *Shared Parking Reduction.*

b. In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

21. Motor Vehicle Fueling Station

Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.

22. Repair Shop

In the T-3000 and T-4000 districts, this use shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

D. Industrial

1. Hybrid Production Facility

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

2. Off-Site Snow Storage, Commercial and Neighborhood

a. Conditional Use Permit Required

Conditional use permits are required of all off-site snow storage operations when the project:

(1) Affects greater than ½ acre; or

(2) Has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.

b. General Standards

(1) Commercial and neighborhood off-site snow storage may be allowed on lots containing Floodplain, Avalanche, and Mountain Overlay districts; provided no portion of the off-site snow storage use is located in Floodplain, Avalanche, or Mountain Overlay area on the parcel;

(2) A drainage plan shall be submitted to the Administrator demonstrating how snow melt will be drained entirely on the lot, not into sensitive areas such as floodplains, and not off-site onto public ROWs or neighboring property;

(3) Adequate drainage shall be provided so that snow melt is drained entirely on the lot;

(4) Snow storage piles are subject to a ten-foot minimum setback from property lines and shall not exceed ten feet in height;

(5) Snow storage shall not encroach upon any easement designated for a purpose other than snow storage;

(6) Snow storage shall not conflict with emergency service access, including access to fire hydrants, required to deliver public services to the subject lot or any other lot;

(7) Off-site snow storage is limited to the storage of snow only; storage of equipment related to snow removal is subject to all other applicable regulations in this Code;

(8) The use of bulldozers and other on-site equipment to push piles of snow higher or around on-site shall be equipped with broadband self-adjusting alarms or other OSHA compliant broadband noise reversing alarm beepers;

(9) Hours of operation shall comply with the City's noise ordinance and the times of day when snow and ice may be deposited are limited to 7:30 a.m. to 7:00 p.m. on

weekdays, and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday. Upon written authorization, the Administrator may waive this requirement for a period of not greater than 24 hours after or during a storm event resulting in or expected to result in greater than six inches of snow accumulation occurring;

(10) The storage of snow removed from the right-of-way or property owned by public agencies are specifically exempt from the commercial off-site snow storage requirements set forth herein.

E. Public and Semi-Public Utility

1. Geothermal Utility

Geothermal utilities shall be limited to off-site use.

2. Wireless Communication Facility

a. Purpose

(1) The unique and diverse landscapes and scenic vistas of the city are among its most valuable assets. Protecting these assets will require sensitive placement and design of wireless communication facilities (WCFs) to remain in scale with the character of the community.

(2) This chapter is intended to provide reasonable standards and procedures for the development of WCFs that will serve citizens, the traveling public, and others within the city to:

(A) Preserve the character and aesthetics of areas in close proximity to WCFs by minimizing the visual, aesthetic and safety impacts through careful design, placement, and screening;

(B) Protect the health, safety and welfare of persons living or working in the area surrounding such WCFs from possible adverse environmental effects (within the confines of the Federal Telecommunications Act of 1996) related to the placement, construction or modification of such facilities;

(C) Provide development that is compatible in appearance with allowed uses of the underlying zone;

(D) Facilitate the City's permitting process to encourage fair and meaningful competition and, to the greatest extent possible, extend to all people in all areas of the city high quality wireless communication services at reasonable costs to promote the public welfare; and

(E) Encourage the joint use and clustering of antenna sites and structures, when practical, to help reduce the number of facilities that may be required in the future to service the needs of customers and, thus, avert unnecessary proliferation of facilities on private and public property.

b. District Regulations

(1) Use

The placement, use or modification of any wireless communication facilities at any location within the city is subject to the provisions of this section. WCFs are

permitted in designated zoning districts listed in Table 16-7: Table of Permitted Uses.

(A) Residential Districts

Freestanding WCFs, including lattice towers, are prohibited. WCFs attached to street poles or facades attached to nonresidential buildings are permitted subject to the provisions of this section.

(B) Nonresidential Districts

Lattice tower WCFs are prohibited. Other WCFs are permitted subject to the provisions of this section.

(2) Siting and Facility Type Priorities

(A) Site Selection Criteria

A Master Development Plan is to be created, prior to any WCF permit request, based upon engineering constraints and desired areas of service. WCFs shall be located on the Master Development Plan in the following priority order:

i. Collocation on an existing tower, structure, or building. The applicant shall have the burden of proving that there are no feasible existing structures upon which to locate, as described in §16.03.030.E.2.b(3).

ii. In areas where the existing topography, vegetation, buildings, and other structures provide the greatest amount of screening.

iii. Use of City owned property.

iv. Other nonresidential buildings or vacant nonresidentially zoned land.

(B) Facility Type Preferred

Based on potential aesthetic impact, the order of preference for facility type is as follows: roof attached, facade attached, street pole attached and freestanding tower.

(3) Collocation Requirement

Collocation is considered to be a visually unobtrusive installation method because the equipment is attached to an existing structure. Collocation shall require only an administrative review under the terms of the application procedures in §16.03.030.E.2.c. No new tower shall be permitted unless the applicant demonstrates a good faith effort to collocate on an existing facility including good faith efforts to negotiate lease rights. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antennas may consist of any of the following:

(A) No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;

(B) Existing towers or structures are not sufficiently designed to meet the applicant's engineering requirements as indicated in their Master Development Plan;

(C) Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;

(D) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna; and/or

(E) The fees, costs or contractual provisions required by the owner in order to share an existing tower or structure, or to adapt an existing tower or structure for share, are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

(4) Prohibitions

The following are prohibited or restricted within the city:

(A) Lattice towers, prohibited.

(B) Interference with City and public safety communication systems and/or area television or radio broadcast, prohibited.

(C) Freestanding towers within residentially zoned districts, prohibited.

(D) Guywires, restricted. No guywire or other support wires shall be used in connection with such antenna, antenna array or its support structure except when used to anchor the antenna, antenna array or support structure to an existing building to which such antenna, antenna array or support structure is attached.

c. Exempt Communication Facilities

(1) The requirements imposed by this section shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint distribution providers (MMDS), or television broadcast stations (TVBS); provided, that all of the following conditions are met:

(A) The antenna measures 39 inches (one meter) or less in diameter.

(B) The antenna, if attached to a building, shall comply with §§16.03.030.E.2.e(2)(A) and 16.03.030.E.2.e(2)(B).

(C) The antenna is attached to a freestanding tower measuring less than 12 feet in height.

(2) The requirements of this Code shall not apply to wi-fi facilities serving an individual building or development or a wireless communications facility that measures less than four cubic feet in size.

(3) Antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of §16.03.030.E.2 provided such facility does not exceed ten feet in height above the building roof. Facilities over ten feet in height shall require Design Review approval pursuant to §16.07.030.C.

d. WCF Permit Required

All applications for a WCF permit shall follow the procedure set forth in §16.07.030.G.

e. Standards

(1) Applicability

The standards identified in this section shall apply to all WCFs constructed or located in the city, unless otherwise specified.

(2) Height

WCFs shall not exceed 35 feet in height above the existing or natural grade or the maximum permissible height of the given zoning district, whichever is more restrictive, with the exception of facade and roof attached WCFs as described below:

(A) Roof attached WCFs shall not exceed five feet above the highest portion of the roof membrane. The antenna and support system for whip antennas shall not exceed ten feet above the highest portion of that roof, including parapet walls.

(B) Facade attached WCFs shall not exceed five feet above the facade to which it is attached.

(C) If the height of the structure is in excess of the maximum height allowed within the zone and was legally established, then the combined height of the building and antenna shall not exceed the maximum height allowed by such approval unless determined by the Planning and Zoning Commission to be suitably camouflaged.

(D) Street pole attached WCFs may only extend six feet above the existing street pole as provided in this section. A maximum extension of 15 feet, from the top of the street pole, may be permitted pursuant to standards provided in this section, if a utility disturbance can be clearly demonstrated.

(3) Setbacks

All WCFs shall comply with the building setback provisions of the zoning district in which the WCF is located. In addition, the following setbacks shall be observed:

(A) Street Pole Attached

No setback when constructed within the public right-of-way and under the provisions of §16.03.030.E.2.e(9).

(B) Facade Attached

The maximum projection shall be 18 inches. The location of a WCF on the wall of a legal nonconforming structure is permitted. However, the WCF shall not be located on an exterior wall in a manner that will increase the degree of nonconformity. Additional standards for antennas attached to the facade of structures are listed in §16.03.030.E.2.e(9).

(C) Roof Attached

Roof attached WCFs shall be set back from the edge of the building the height of the antenna and support system as measured from the roof membrane.

(D) Freestanding Tower

Setbacks shall be measured from the base of the tower to the property line of the parcel on which it is located. Towers shall be set back from all property lines 125 percent of the tower height as measured from ground level.

(E) Equipment Enclosure

Underground vaults or aboveground structures shall comply with the setback requirements of the underlying zoning district.

(F) Freestanding WCFs or Equipment Enclosures

No freestanding WCFs or equipment enclosures shall be located between the face of a structure and a public street, bikeway, park, or residential development, except for approved facade attached WCFs located on existing or new permitted structures pursuant to this chapter.

(4) Evaluation Standards

The following design criteria shall be addressed by each applicant seeking WCF permit approval:

(A) Architectural Compatibility

i. All facilities shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening, and camouflage, to be compatible with existing architectural elements and building materials and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objectives.

ii. Colors and materials for facilities shall be chosen to minimize visibility. Facilities shall be painted or textured using colors to match or blend with the primary background.

iii. WCFs located on buildings, walls, or roofs shall blend with the existing building's architecture by painting or shielding with material that is consistent with the design features and materials of the building.

iv. Equipment enclosures of WCFs shall be designed consistent with one of the following design standards. The facility types are listed in order of preferred design.

   (a) Equipment enclosures shall be placed in underground vaults; or

   (b) Equipment enclosures shall be designed consistent with the Design Review requirements in §16.04.080 and this section.

(B) Screening

Landscaping, as described in this chapter, shall be required to screen as much of the support structure and the equipment enclosure as possible. The following standards shall apply to all WCFs. However, if the antenna is mounted flush with the building or on the roof, and other equipment is located inside the existing building, landscaping shall not be required.

i. Support structures and equipment enclosures shall be installed to maintain and blend with existing landscaping on site, including trees, foliage, and shrubs, whether or not used for screening.

ii. Additional landscaping and screening shall be installed to visually screen the support structures and aboveground equipment enclosures. Landscaping and screening shall consist of a combination of trees, foliage, and shrubs of dense spacing in one of the following designs:

(a) A screening wall or fence and a five-foot wide landscape planter located in front of the wall or fence;

(b) A ten-foot wide landscape planter; or

(c) Any combination of existing vegetation, topography, decorative walls/fences, or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping described in this section.

iii. Upon completion, the owner(s)/operator(s) of the facility shall be responsible for the continued maintenance and replacement of all required landscaping and screening materials.

(C) Color

i. WCFs located on buildings, walls or roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the WCF.

ii. To the extent any WCFs extend above the height of the vegetation immediately surrounding it, they shall be painted in a nonreflective light gray, light blue or other hue, that blends with the skyline and horizon.

(5) Facility Lighting and Signage

(A) Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety, or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA. In all instances, the lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with all of the City's lighting regulations.

(B) Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications, or other required seals. These signs shall also comply with the requirements of the City's sign regulations.

(6) Access

In addition to ingress and egress requirements of the international building code, access to and from WCFs and equipment shall be regulated as follows:

(A) No WCF or equipment shall be located in a required parking, maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent or functionality of the original design.

(B) The WCF shall be secured from access by the general public, but access for emergency services shall be ensured. Access roads shall comply with Fire Department standards for emergency vehicular access.

(7) Scenic Landscapes and Vistas

(A) Freestanding WCFs shall not be located within open areas that are visible from public roads, recreational areas, or residential development. As specified in §16.03.030.E.2.e(4)(B)ii(a), WCFs shall be installed to blend with existing landscaping and structures.

(B) Any WCF that is located within 300 feet of a scenic vista, scenic landscape or scenic road as designated by the City, in addition to regulations specified in §16.03.030.E.2.e(2), *Height*, shall not exceed the height of vegetation at the proposed location. If the facility is located further than 300 feet from the scenic vista, scenic landscape, or scenic road, §16.03.030.E.2.e(2), *Height*, of this section, shall apply exclusively.

(8) Environmental Standards

(A) WCFs shall not be located in wetlands. WCFs shall also be avoided whenever possible in wetland buffer areas, and disturbance to wetland buffer areas shall be minimized.

(B) WCFs shall not be located in riparian setbacks along watercourses.

(C) WCFs shall avoid locating in the Avalanche Overlay district. Evidence shall be submitted to demonstrate that no location outside the Avalanche Overlay district can accommodate the applicant's proposed antenna as specified in §16.03.030.E.2.b(3), *Collocation Requirement*. WCFs located within the Avalanche Overlay district shall comply with the additional placement standards identified within this Code and provide proof of FCC acceptance of the proposed location.

(D) No hazardous waste shall be discharged on the site of any WCF. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor designed to contain at least 110 percent of the volume of the hazardous materials stored or used on site.

(E) Stormwater runoff shall be contained on site.

(F) WCFs locating within the Floodplain Overlay district shall comply with the additional placement standards as identified within this Code and provide proof of FCC acceptance of the proposed location.

(G) Aboveground equipment for WCFs, exclusive of roof and facade attached WCFs, shall not generate noise in excess of 50 decibels at the property line.

(H) Roof or facade attached equipment for WCFs shall not generate noise in excess of 50 decibels at ground level at the base of the structure closest to the antenna.

(I) The noise standards of this section require measurements by a qualified acoustical engineer.

(9) Facility Upgrade

At the time of modification or upgrade of facilities, existing equipment shall be replaced with equipment of equal or greater technical capacity and reduced in size so as to reduce visual impact.

(10) WCF Specific Standards

Street pole and facade attached WCFs shall meet the following conditions and criteria in addition to the other standards identified in this section:

(A) Facade Attached WCFs

Equipment enclosures shall be located within the structure in which the WCF is placed or located underground if site conditions permit. Otherwise, equipment enclosures shall comply with the design standards listed in §16.03.030.E.2.e(4).

(B) Street Pole Attached WCFs

i. Attachment

Only one WCF shall be permitted on any one street pole. The antenna shall be equal to or less than six feet in height, including the support system, if any. Surface area of an antenna shall not exceed 580 square inches. The antenna shall be either fully concealed within the street pole or camouflaged to appear to be an integrated part of the street pole. An antenna not flush mounted on the side of the street pole shall be centered on the top of the street pole to which it is attached and camouflaged or disguised.

ii. Utility Separation

In the event that a utility located upon the street pole requires vertical separation between its utility facilities and the antenna so attached, the antenna may be raised by a support system to accommodate the separation requirement to an elevation not exceeding an additional 15 feet or the required separation, whichever is less. Any such support shall not be greater in diameter than the existing street pole and shall be designed to blend into the colors and textures of the existing street pole.

iii. Pole Replacement

Existing street poles may be replaced with a new street pole of the same height, dimensions, and appearance as the existing street pole. An antenna located upon the new street pole shall meet the standards for attaching an antenna to an existing street pole, as set forth above.

iv. Equipment Enclosures

(a) Belowground

Belowground equipment enclosures shall not be greater than six cubic feet in volume. An underground equipment enclosure may be connected to an aboveground equipment enclosure for a combined total volume of no greater than 12 cubic feet.

(b) Aboveground

Aboveground equipment enclosures shall not be greater than six cubic feet in volume. No single dimension shall exceed three feet. The equipment enclosure shall be constructed so as to minimize its visual impact. Evergreen landscape planting shall be installed and maintained to completely obscure the visibility of the equipment enclosure from the developed street and adjacent properties. Sight distance clearance shall be maintained for the equipment enclosure and associated landscape per the requirements of this Code.

v. Horizontal Separation

For WCFs located within developed streets, there shall be a minimum horizontal separation of 300 feet between the WCFs of a single licensed carrier and a minimum horizontal separation of 100 feet between the WCFs of any other licensed carrier.

vi. Approval of Encroachment Permit

An encroachment permit shall be approved by the City Council after staff review of the WCF permit application.

vii. Relocation Underground

In the event the utilities located on a street pole are relocated underground, the WCF shall be relocated to another location pursuant to the requirements of this section.

f. Safety

(1) Federal Requirements

All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this chapter shall bring such WCFs into

compliance with the revised standards and regulations within three months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owners' expense.

(2) Antenna Support Structure Safety

The applicant shall demonstrate that the proposed antenna and support structure is safe and the surrounding areas shall not be negatively affected by support structure failure, falling ice or other debris or interference. All support structures shall be fitted with anticlimbing devices, as approved by the manufacturers.

g. Maintenance

(1) Each permittee shall maintain its WCF in a good and safe condition, preserving the original appearance and concealment, disguise or screening elements incorporated into the design at the time of approval and in a manner that complies with all applicable federal, state, and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment and maintenance of landscaping. If the permittee fails to maintain the facility, the City may undertake the maintenance at the expense of the permittee or terminate the permit, at its sole option.

(2) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable City building codes and the applicable standards for towers that are published by the EIA. If, upon inspection, the City concludes that the tower fails to comply with such codes or standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within 30 days constitutes grounds for the removal of the WCF at the owner's expense.

16.03.040. Accessory and Temporary Uses

A. General Standards for Accessory Buildings and Uses

1. The accessory use or structure shall be incidental to and customarily associated with the principal use or structure served.
2. The accessory use or structure shall be subordinate in area, extent and purpose to the principal use or structure served.
3. No accessory use or structure shall be constructed or established on any lot prior to the time of construction of the principal structure to which it is accessory. This section shall not be construed to govern the sequencing of a construction project in which both the principal and accessory structures are to be built simultaneously.
4. Total building coverage of all accessory buildings shall not exceed the building coverage of the principal building. An exception to this standard may be granted by the Administrator.

5. Accessory buildings and structures that do not require a Building Permit are not subject to setbacks, except sheds which shall require a minimum setback of three feet from any property line.
6. All accessory structures, except for fences/hedges/walls/retaining structures, may not be located nearer than three feet to any lot line.
7. Detached accessory buildings shall have their setbacks based upon their own building height, not the principal building on the subject property.
8. In-ground pools that are one foot or less in height, as measured from existing grade, may occupy setbacks, provided a minimum three-foot setback is maintained from the pool apron or splashguard.

B. Additional Standards for Specific Accessory and Temporary Uses

1. Agriculture, Urban

The cultivation of vegetables, fruits, flowers, honey, and eggs are subject to the following provisions:

a. Chickens

(1) The production of eggs and keeping of chickens shall only be allowed as an accessory use to one-family detached dwellings.

(2) A maximum of eight chickens are permitted on any one lot. Roosters are prohibited except as allowed in the Agriculture and Forestry District.

(3) Chicken coops shall be located in a fully enclosed rear yard and shall be set back at least five feet from side and rear property lines.

(4) Chicken coops shall not be attached to residential buildings.

b. Keeping of Beehives

All apiaries kept within the city shall conform to the following standards and conditions:

(1) An apiary is prohibited on a lot or contiguous lots owned by one owner smaller than 8,000 square feet in area.

(2) An apiary shall consist of no more than two hives on lot(s) that are 8,000 to 11,999 square feet in area, three hives on lot(s) that are 12,000 to 21,779 square feet in area, and five hives on lot(s) that are one-half acre or more in area.

(3) Any apiary shall be maintained only in a side yard or rear yard of a lot or may be maintained on rooftops.

(4) Honeybees shall be kept in hives with removable frames and shall be kept in sound and usable condition.

(5) Hives shall be placed no less than seven feet from any property owned by a person or entity other than the owner of the real property with the apiary.

(6) The beehive ingress/egress shall be oriented inward toward the property on which it is located and not oriented toward a neighboring property.

(7) Hives shall not be placed within 30 feet of any dwelling unless the owner of such dwelling has given written consent for hive placement. In the event a dwelling on an adjacent property is constructed after the establishment of an apiary and the apiary

is within 30 feet of the new constructed dwelling, the beekeeper shall obtain the written consent for the hive placement. If written consent cannot be obtained, the hive(s) shall not be located within 30 feet of the dwelling or shall be immediately removed.

(8) If any hive is located within 30 feet of a property owned by a person or entity other than the owner of the real property with the apiary, a fence, closed hedge, building or other impervious barrier no less than six feet high and 20 feet in length shall be located between the hive and the adjacent property line. The hive shall be located in the approximate midpoint of the 20-foot long barrier.

(9) Hives kept on rooftops are exempt from the requirements of paragraphs (7) and (8) above but shall not be visible from view from a public street, excluding alleys.

(10) A fresh water supply shall be maintained at all times, except during winter months when the bees are hibernating, within 25 feet of the apiary on the real property with the apiary in order to prevent the bees from congregating at neighboring water sources.

(11) No species or subspecies of bee shall be kept in the apiary other than Apis mellifera.

(12) Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(13) If a colony within the apiary exhibits aggressive behavior or when the colony includes Africanized bees, such as Apis mellifera scutella, the beekeeper or owner of the real property with the apiary shall promptly remove or requeen the colony.

(14) All hives shall have a legible identification label securely fastened thereupon bearing the name and telephone number of the beekeeper who owns the hive.

(15) All apiaries shall comply with the Idaho State Bee Inspection Law and other applicable state laws.

(16) All apiaries are subject to inspection at any time by the Administrator to ensure compliance with the standards of this section. The owner of real property with an apiary is deemed to have given consent to an inspection by the Administrator for the purpose of ensuring compliance with this section.

c. Gardens, Vegetables, Fruits, and Flowers

(1) The cultivation and storage of vegetables, plants and flowers is allowed as an accessory use to any principal use and is permitted on vacant lots in all zoning districts for personal consumption and may include production by members of a neighborhood or by a nonprofit organization.

(2) Produced products may be sold off site in small quantities.

2. Daycare Home

Daycare homes shall be prohibited in the Avalanche Overlay District.

3. Drive-Through Facility

a. Drive-throughs are not allowed in association with food service establishments.

b. In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

4. Dwelling Unit, Accessory

a. Accessory Use

Accessory dwelling units are only permitted as an accessory use to a one-family dwelling.

b. Unit Size Restrictions

Accessory dwelling units shall contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space.

c. Maximum Building Coverage

The maximum building coverage of an accessory dwelling unit, together with the principal dwelling unit, shall be the coverage requirements of the underlying zoning district. An increase in maximum building coverage of no greater than five percent shall be granted for the construction of a new accessory dwelling unit. This coverage increase shall not apply to the Community Core District.

d. Parking

Accessory dwelling units do not require off-street parking.

e. Storage

A minimum of 50 square feet of designated storage, exclusive of typical interior closets, including but not limited to entryway, bedroom, or linen closets, shall be provided for all accessory dwelling units.

5. Equestrian Facilities, Residential

a. Riding horses for use of occupants of a lot and their guests may be kept as permitted accessory uses, provided at least one-half acre on the lot or adjacent lots is exclusively available for the first horse, and one-fourth acre is exclusively available for each additional horse. Any corral shall be at least 50 feet from any property line.

b. In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

6. Fallout Shelter

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

7. Guesthouse

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

8. Home Occupation

A home occupation shall be allowed as a permitted accessory use in all zoning districts, provided all of the following conditions are met:

a. Such use shall be carried on only by the inhabitants living on the lot;
b. Such use shall be clearly incidental and accessory to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling;
c. The total area used for such purposes shall not exceed 25 percent of the floor area of the user's dwelling unit;
d. There shall be no exterior advertising other than identification of the home occupation;
e. There shall be only incidental sale of stocks, supplies or products conducted on the premises;
f. There shall be no exterior storage on the premises of material or equipment used as part of the home occupation;
g. There shall be no offensive noise, vibration, smoke, dust, odors, heat, or glare noticeable at or beyond the property line;
h. A home occupation shall provide additional off-street parking area adequate to accommodate all needs created by the home occupation;
i. In particular, a home occupation may include, but is not limited to, the following, provided all requirements contained in this chapter are met: art studio, dressmaking or millinery work, professional office, office for insurance or real estate sales, teaching, the renting of rooms to not more than two persons per dwelling, beauty parlors; and
j. A home occupation shall not be interpreted to include the following: animal hospital, nursing home, restaurant, or tourist home.

9. Household Pets

A maximum of four household pets shall be permitted per dwelling unit, unless the applicant obtains a kennel permit through the Police Department. Household pets kept in aquariums, terrariums and cages shall not be limited in number, shall be clearly incidental and accessory to the residential use and shall not be permitted for commercial purposes.

10. Recreational Facility, Residential

In the LI districts, this use is prohibited except for residents and guests of a particular residential development.

Chapter 16.04 Development Standards

16.04.010. Purpose

The purpose of this chapter is to provide standards that regulate the physical layout and design of development within Ketchum to ensure the protection of the health, welfare, safety, and quality of life. These standards address the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the Comprehensive Plan.

16.04.020. Access, Connectivity, and Circulation

A. Standards Adopted

The City adopts as standards for approval and design, construction, cutting, and repair of private driveways or roads and streets, public and private; the design consisting of general conditions, design criteria, standard specifications, and standard drawings. Any person designing, constructing, cutting, or repairing any private driveway, road, or street, public or private, in the city, or establishing streets within subdivisions or other developments within the city, shall conform to this section and the standards as set forth in this section.

B. General Conditions

1. General

a. Design criteria, standard specifications and standard drawings contained in this section are minimum standards for general use within the city. Other designs may be developed for special situations as required by the City, and all such special plans must be approved by the City.

b. The standards shall apply to all new construction and reconstruction of private driveways or public and private streets and roads, and to all streets and roads proposed for dedication to the public, except those streets and roads that are the responsibility of the state, the county, or other jurisdiction.

2. Construction Permit

a. Before beginning any construction within the City street right-of-way, or construction of any new private driveway or street, public or private, the contractor or developer shall file an application with the City and be issued a construction permit, and all such construction shall be in conformance with this section.

b. All construction within the City right-of-way or proposed right-of-way is subject to inspection by the City, and the City reserves the right to reject any construction completed prior to issuance of a construction permit or approval of construction plans or construction not in compliance with City standards.

3. Construction Plans

a. Before beginning construction within the City right-of-way or proposed new street construction, the developer or contractor shall submit to the City a construction permit application, together with construction plans.

b. The application for a construction permit shall contain the following information:

(1) Name and address of the owner of the land upon which the construction work shall be done.

(2) Name and address of the developer.

(3) Name and address of the contractor or contractors.

(4) Bona fide estimated cost of construction.

c. The construction plans shall be prepared by a professional engineer registered in the state and shall include the following information:

(1) Alignment and profile of all streets.

(2) Location of all underground utilities including alignment and depths.

(3) Location, size, and type of all drainage structures.

(4) Connections to existing streets, drainage facilities, and all utilities.

(5) Adequate dimensions and details for accurate construction of all roadway features.

(6) Adequate specifications to assure proper materials and workmanship to attain construction with design criteria, standard specifications, and standard drawings.

d. The City may require additional information and/or construction plans as deemed necessary to properly understand and evaluate the permit application and issue the permit requested.

C. Design Criteria

1. Right-of-way

a. All street rights-of-way shall be at least 60 feet unless otherwise approved by the City Council. Additional widths may be specified by the City. Greater widths will be required for cul-de-sacs. All rights-of-way intended for public street maintenance shall be dedicated to the public as provided for in the Idaho Code. All alleys shall have a minimum right-of-way width of 20 feet. All private streets shall have a minimum right-of-way equal to the width of the street improvements, including, but not limited to, curb and gutter, utilities, and snow storage, or as otherwise approved by the City Council. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council.

b. Gates are prohibited on public street rights-of-way, unless approved by City Council.

2. Street Widths

a. Local streets and roads directly serving dwelling units and with no through or collector traffic intended on them shall have a minimum paved width of 26 feet.

b. Minor streets and roads serving to collect traffic within residential and other areas for distribution outside the area shall have a minimum paved width of 26 feet.

c. Collector streets and roads intended to connect major districts within or adjacent to the city shall have a minimum paved width of 41 feet.

d. Arterial streets and roads intended for fast heavy traffic volume shall have a minimum paved width of 44 feet with a minimum right-of-way of 80 feet.

e. The unobstructed, all weather surface of a private street shall not be less than 20 feet nor wider than 30 feet unless otherwise approved by the City Council.

3. Street Locations

a. Streets are to be arranged in proper relation to topography so as to result in usable lots, safe streets, and acceptable gradient. Grades shall not exceed seven percent.

b. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new subdivisions unless otherwise approved by the City.

c. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that such streets extend to the boundary lines of the tract to facilitate the future extension of such streets into adjacent areas. A reserve strip may be required and held in public ownership.

d. Minimum sight distance shall be 200 feet for residential streets and 300 feet for collector and arterial streets.

e. Streets shall be located horizontally and vertically so as to assure positive and effective drainage of storm and other surface waters. Subsurface waters shall be accommodated by approved drains and other facilities as determined necessary by the City.

f. Horizontal alignment shall be designed pursuant to AASHO, geometric highway standards for the design speed of the proposed roadway. All curves shall be simple curves, and super elevation shall not exceed six-hundredths foot per foot. Unless otherwise specified by the City, the design speed shall be 35 miles per hour.

4. Intersections

a. Streets shall intersect at 90 degrees or as close as possible to 90 degrees, and in no case shall streets intersect at less than 70 degrees.

b. No more than two streets shall cross at any one intersection.

c. Intersections shall be located on a relatively flat grade with appropriate drainage slope. The flat section shall extend a minimum of 75 feet each way from the center of the intersection. Maximum of two percent intersection grade will be allowed.

d. Minimum clear sight distance at all intersections shall permit vehicles to be mutually visible when each is a minimum of 100 feet from the center of the intersection.

e. Intersections shall be clearly visible a minimum of 200 feet from the center of the intersection from all roadways.

5. Cul-de-sacs

A cul-de-sac, court, or similar type street shall have a maximum length of 400 feet from entrance to center of the turnaround, and all cul-de-sacs shall have a minimum turnaround radius of 60 feet at the property line and not less than 45 feet at the curb line.

6. Street Names

Street names will not duplicate any existing street name within the city, except where a new street is a continuation of an existing street. Street names that may be spelled differently but sound the same as existing street names shall not be used. All street signs shall be approved by the City and placed at the expense of the developer.

7. Easements

a. Unobstructed utility easements shall be provided along front lot lines, rear lot lines, side lot lines or other appropriate locations deemed necessary by the subdivider or the City to accommodate installation of utilities. Easement widths shall not be less than five feet. In addition, unobstructed drainageway easements shall be provided as required by the City.

b. Pedestrian and bike paths may be required where deemed necessary for the City to provide for orderly and safe control of pedestrian or bicycle traffic. Construction shall be pursuant to §16.04.020.D.11, *Bicycle and Pedestrian Paths.*

8. Ballast Thickness Design

a. Minimum pavement thickness shall be as shown below and in drawing one of standard drawings:

Table 16-8: Minimum Pavement Thickness

Subbase Soils and Road Type	*Minimum Compacted Thickness (Inches)*		
	Asphalt Concrete	Base Aggregate	Shale
Granular			
Subbase	3.0	4	6
Driveway	2.0	4	6
Residential	3.0	4	6
Collector	3.0	4	6
Arterial	3.0	4	6
Fine Grained Subbase [1]			
Driveway	2.0	4	6
Residential	3.0	4	1
Collector	3.0	4	8
Arterial	3.0	6	8

Notes:
[1] Fine grained subbase" is defined as silt and clay material.

b. Street types are defined as follows:

(1) Residential: Serving dwelling units with no heavy, through, or collector traffic.

(2) Collector: Those collecting traffic for distribution outside the area.

(3) Arterial: Those connecting major districts.

(4) Driveway: A nondedicated access on public or private property for not more than four dwelling units.

c. The paving thickness design shown above should be regarded as a minimum design. Detailed soils and traffic investigations and thickness designs shall be performed by a registered professional engineer.

d. The full ballast depth shall be placed over a stabilized subbase. Additional shale may be required to stabilize the subbase.

e. A fog seal consisting of a diluted emulsified asphalt may be applied at a rate of twelve-hundredths gallon per square yard to all new or reconstructed streets.

9. Cut and Fill Slopes

Maximum side slopes in cuts and fills shall be as shown on "cut and fill slope table" on drawing one of the standards.

10. Drainage Plans

a. Minimum allowable culvert size shall be 12-inch diameter. For all platted developments or other development affecting natural drainageways, the engineer shall submit plans showing general details of the proposed drainageway culvert locations, size, and other pertinent data.

b. Included shall be a hydraulics study wherein pipe sizes and locations are designed with adequate capacity to accommodate a 25-year storm flow.

11. Erosion Protection

For all platted developments or other new developments affecting natural drainageways, consideration shall be given to providing siltation ponds, check structures, and other devices where appropriate for erosion control. Cut and fill slopes exceeding eight feet in width, measured along the ground perpendicular to the road, shall be seeded and mulched pursuant to the standard specifications or as approved by the City.

12. Private Driveways

a. Application for approval of a proposed private driveway shall be made to the Planning and Building Department on forms provided by the City. Driveways existing as of the Effective Date that do not conform to the standards and criteria contained in this section shall not be required to comply with this section until such time as such existing driveways are proposed to be expanded, extended, widened, or otherwise improved, not including resurfacing only.

b. Information to be provided along with such application shall include, but not be limited to scaled plans of the proposed private driveway showing:

(1) Turning radii;

(2) Final grades;

(3) Turnaround for fire and emergency vehicle apparatus, if required;

(4) Profile illustrating cuts and/or fills required to achieve the proposed final grades;

(5) The subject property and proposed building site/envelope;

(6) Relationship to adjacent property;

(7) Topography; and

(8) Dimensioned widths and lengths.

c. All applications for private driveways shall be reviewed and acted upon following consideration by the City of the following criteria as they apply to each proposal:

(1) Hillside impact;

(2) Preservation of rock outcrops;

(3) Historical significance of affected properties;

(4) Extent of cuts and/or fills;

(5) Impact on or through slopes of 25 percent or greater;

(6) Comprehensive Plan;

(7) Aesthetic impacts;

(8) Rock removal;

(9) Visibility;

(10) Exposure to sun;

(11) Curves;

(12) Number of homes served;

(13) Drainage; and/or

(14) Other applicable ordinances.

d. The City staff may act on applications for the following categories of private driveways, unless it is determined necessary to forward such application to the City Council for final determination:

(1) Private driveways up to and including seven percent grade, regardless of length; and

(2) Private driveways up to and including ten percent grade and where the furthest point of the structure is less than 150 feet from the street, or, more specifically, the closest point that fire and emergency apparatus can reach with satisfactory turnaround or egress from the site.

e. The City Council shall receive and act on the following categories of private driveways, with input from City staff and any other sources deemed necessary:

(1) Private driveways with grades from seven percent up to and including ten percent where the distance between the furthest point of the structure is greater than 150 feet from the street, or, more specifically, from the closest point that fire and emergency apparatus can reach with satisfactory turnaround or egress from the site;

(2) Private driveways with grades over ten percent, regardless of length; and

(3) Private driveways of any grade and regardless of length that traverse slope(s) of 25 percent or greater and that require extensive cuts and/or fills to construct.

f. The City Council may require that neighboring property owners shall be notified prior to its final determination on any application it considers.

g. The City may conceptually approve a plan for a private driveway, provided all standards contained in this section are met prior to an application for a Building Permit being submitted. However, final approval by the City for such private driveway will be necessary prior to issuance of a Building Permit and prior to commencement of construction. Depending on the impact of the design, location, etc., of the proposed structure for which a Building Permit is being sought, the conceptual approval of a private driveway may be modified by the City to assure compliance with such standards and with other applicable City ordinances.

h. Construction of a private driveway shall not commence until the City has received an application for a Building Permit for such property to be accessed and after such permit has been properly issued by the City.

i. All private driveways shall be designed to meet the following minimum standards. More stringent criteria may be specified by the City when such is deemed necessary due to special circumstances, including, but not limited to: traffic volumes, sight distance, drainage problems, aesthetics, and driveway usage frequency.

(1) Limitation on Access

Private driveways shall access no more than four single-family dwelling units.

(2) Width

(A) The unobstructed, all weather surface of a private driveway shall not be less than 12 feet.

(B) The unobstructed, all weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer.

(C) Comer lots that front two or more streets may select either or both streets as access and shall meet the provisions above.

(D) When calculating the maximum allowed driveway width for flag lots, the flag portion of the lot fronting the street, along with the front property line as defined in this Code shall be the linear footage.

(3) Turnarounds

Turnarounds adequate for fire apparatus and emergency vehicles may be required by the City depending on the length of the driveway, other factors, and other applicable ordinances.

(4) Aprons

All private driveway aprons shall be constructed with a radius of not less than ten feet.

(5) Skew Angle

All private driveways shall be constructed with an approach skew angle between 60 degrees and 120 degrees, preferably 90 degrees.

(6) Location

All private driveways shall be located where they do not create undue interference or hazard to free movement of normal roadway traffic or pedestrian traffic and provide necessary off-street parking. All private driveways accessing onto collector or arterial roadways shall be designed with turnarounds to eliminate the necessity for backing onto the roadway.

(7) Surfacing

Private driveway surfaces shall be constructed of gravel or hard surfacing with sufficient base to support anticipated loads as required by §16.04.020.C.8, *Ballast Thickness Design.* All gravel gradation shall be such to permit compaction and minimize raveling of aggregate onto the roadway surface. When deemed necessary by the City, the property owner will be required to furnish and place bituminous surfacing within the roadway right-of-way.

(8) Drainage

No private driveway shall drain onto the paved portion of any public or private roadways. Private driveways shall be constructed so as to not impair the drainage within the public or private right-of-way, alter roadway subbase stability or damage adjacent roadway features. Unless specifically deleted by the City, culverts shall be installed under all approaches in the ditch line. Culvert type shall conform to the City street standards. All culverts shall include an approved apron at each end.

(9) Gradient

Private driveway grades shall not exceed two and one-half percent for at least 20 feet beyond the roadway shoulder line in order to provide a safe stopping area. A uniform transition from this stopping area to the remainder of the approach will be required.

(10) Construction Signing

The owner shall provide all necessary signs, barricades and other traffic control devices deemed necessary by the City to permit construction of the approach and protection of vehicles and pedestrians.

j. Gates are prohibited on private roads, private access/entranceways and private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit.

13. Sidewalk, Curb and Gutter

a. General Standards

(1) Public sidewalks, curbs and gutters shall be constructed at the private property line but within the public street right-of-way, unless otherwise approved by the City, or within an easement granted to the City for such public sidewalk and/or other compatible use.

(2) The Planning and Building Department shall inspect grade and compaction of soil prior to placement of the sidewalk material or concrete curb and gutter.

(3) All sidewalks shall be scored at five-foot intervals and shall be provided with expansion joints every ten feet and where sidewalks abut other structures.

(4) A three-foot wide ramp for the handicapped shall be provided at all street corners with a maximum one to 18 slope. Ramps may be required at other locations within a block to provide necessary and adequate handicapped access.

(5) All sidewalks shall have two percent cross slope. Slope from centerline of the road to the gutter shall be two percent. Sidewalks with grades in excess of ten percent shall be stepped or built as approved by the City.

(6) Sidewalks shall be five feet wide, except specifically as follows, in order to accommodate heavy pedestrian circulation: Sun Valley Road and Main Street within CC district, shall be eight feet in width; and Skiway Drive, Lloyd Drive, Gates Road, Jane Lane, Ritchie Drive and Howard Drive shall be seven feet in width, unless otherwise required or approved by the City Council.

(7) Sidewalks may be constructed of concrete, board or concrete pavers of a color and shape specified by the City, except specifically as follows, in order to achieve the aesthetic appearance as well as function desired along strong pedestrian routes: Skiway Drive, Lloyd Drive, Gates Road, Jane Lane, Ritchie Drive and Howard Drive shall be constructed of concrete pavers, unless otherwise required or approved by the City Council.

(8) All curbs and gutters shall be constructed of cement concrete.

(9) A plan of proposed sidewalks, curbs and gutters shall be submitted for approval by the Planning and Building Department. The plan shall be to scale and shall show sufficient detail describing, but not limited to, the following:

(A) Direction of drainage;

(B) Existing and proposed street drains;

(C) Approximate elevations of gutter in inches below crown of road at intervals required by the Planning and Building Department;

(D) Approximate grade of gutter and walk;

(E) Dimensions of sidewalk length and width; and

(F) Materials to be used.

(10) Leveling course and/or aggregate base, as specified by the City, shall be placed between the edge of the roadway asphalt and edge of gutter prior to completion of any and all sidewalk, curb, and/or gutter improvement. The course and base shall be in compliance with §16.04.020.D.8, *Road Cutting and Repair.*

b. Payment in Lieu

In the CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 districts, sidewalks, curbs, and gutters shall be designed and constructed by the applicant when there is new construction or when an existing building is altered or changed and such modifications require a Building Permit and the cumulative improvement within a three-year time frame constitutes a "substantial improvement", pursuant to standards as established by the City as to type, location, and grade.

(1) Administration

(A) Any person required to install sidewalk, curb and gutter may submit to the Administrator, as part of the Design Review or Building Permit process, a request for consideration of in lieu payment. Such requests shall include:

i. A description of the property addressing the above listed criteria.

ii. A design plan for construction of sidewalk, curb, and gutter, together with the estimated cost of construction.

iii. A written request to consider in lieu payment.

(B) Such requests shall be considered by the Planning and Zoning Commission for proposals requiring Design Review, and by the Administrator for proposals not requiring Design Review. A recommendation shall be made by the Commission or the Administrator after consulting with the City Engineer and the Streets and Facilities Department.

(C) These recommendations will be forwarded to the City Council for final approval.

(D) Upon approval of the design plan and estimated construction cost by the Council, the estimated cost of the construction shall be paid.

(E) Each in lieu payment shall be credited by the City against any subsequent assessment(s) against the property, and only the amount of the assessment remaining after deduction of the credit shall be due and payable by the owner of the property pursuant to law.

(F) In lieu payments collected shall be maintained in a separate account by the City Clerk and used solely for construction of sidewalks, curbs and gutters at locations deemed appropriate by the City.

(G) Each person providing in lieu payment for sidewalk, curb, and gutter shall also sign an agreement with the City setting forth the terms of this Code, together with such other terms and conditions as may be reasonably required in order to meet the spirit and intent of this Code or otherwise required by law.

(2) Criteria for Payment In Lieu

A payment shall be made to the City in lieu of providing required sidewalks, curbs, and gutters; provided, that one or more of the following criteria are met:

(A) The Planning and Zoning Commission determines that the physical characteristics of the site, due to existing features such as steepness of slope, proximity to waterways, wetlands, or other characteristics would cause the installation of sidewalk, curb, and gutter to be detrimental to the natural environment and/or impractical;

(B) The Planning and Zoning Commission determines that presence of mature trees or other natural features on the site would cause the installation of sidewalk, curb, and gutter to be impractical or undesirable;

(C) The Planning and Zoning Commission determines that sidewalk, curb, and gutter are not compatible with the City's long term pedestrian/circulation plan for the street or the area;

(D) The Planning and Zoning Commission determines that the current and planned future condition of adjacent City rights-of-way indicate that sidewalk, curb, and gutter are incompatible; or

(E) The Planning and Zoning Commission determines that another public amenity, such as a bicycle lane, is preferred over sidewalk, curb, and gutter.

14. Excavation

D. Standard Specifications

1. General Construction Responsibilities and Procedures

a. Fire prevention and Protection

The contractor shall perform all work in a fire safe manner, and shall supply and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. The contractor shall comply with applicable local and state fire prevention regulations and, where the regulations do not cover, with applicable parts of the national fire prevention standard for safeguarding building construction operations (NFPA no. 241).

b. Public Safety and Convenience

(1) The contractors shall comply with all rules and regulations of the City, state, and county authorities regarding the closing of public streets or highways to use of public traffic. No road shall be closed to the public except by express prior written permission of the City. The contractor shall conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits and protect all obstructions within traveled roadways by approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in a safe and adequate manner.

(2) The contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. It shall be the sole responsibility of the contractor to furnish, place and maintain those barricades, barriers, lights, flares, danger signals and watchmen as are necessary to protect the persons and property of the traveling public. All barricades and obstructions shall be protected at night by signal lights that shall be suitably distributed and kept burning from sunset to sunrise.

(3) Whenever the contractor's operations create a hazardous condition, they shall furnish flagmen and guards as necessary or as ordered by the City to give adequate warning to the public of any dangerous conditions to be encountered and equip flagmen and guards, while on duty and assigned to give warning to the public, with approved wearing apparel and red or orange flags that shall be kept clean and in good repair.

c. Access For Police, Fire and Postal Service

(1) The contractor shall notify the Fire Department and Police Department before closing any street or portion of street, and no closing shall be made without the prior written approval of the departments. The contractor shall conduct operations so as to cause minimum interference with the fire station access and at no time block or prevent such access.

(2) The contractor shall leave their night emergency telephone number or numbers with the Police Department so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

(3) The contractor shall maintain postal service facilities pursuant to the requirements of the U.S. Postal Service. The contractor shall move mailboxes to temporary locations designated by the postal service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

d. Responsibility for Utility Property and Services

(1) At points where the contractor's operations could cause damage that might result in considerable expense, loss, and inconvenience when their operations are adjacent to or near telephone, television, power, oil, gas, water, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection of such systems have been made by the contractor;

(2) The contractor shall notify all utility offices that are affected by the construction operation at least 48 hours in advance. Under no circumstances shall the contractor expose any utility without first requesting permission and being granted to do so from the affected agency. Once permission has been granted, the contractor shall locate, if necessary, and expose all existing underground utilities in advance of the trenching operation;

(3) In the event of interruption to domestic water, sewer, storm drain, or other utility service as a result of accidental breakage, or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority and cooperate with such authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

e. Land Monuments

(1) The contractor shall preserve or replace all existing federal, state, City, county, and private land monuments.

(2) Additional monuments as deemed necessary by the City shall be established as part of the street construction. All monuments shall be set by a licensed surveyor.

f. Utility Markers

The contractor shall protect all sewer and water service markers. Any destroyed or damaged markers shall be accurately relocated by the contractor at the contractor's expense to the satisfaction of the Utilities Department.

g. Access by Officials

Authorized representatives of the City shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

h. Cleanup

(1) The contractor shall at all times during the work keep the premises clean and orderly. They shall promptly remove all waste materials and rubbish.

(2) Upon completion of the work, all materials, equipment, and appurtenances not required as a part of or appurtenant to the completed facility shall be completely removed.

i. Guarantee

(1) The developer and contractor shall jointly and severally guarantee the quality and durability of all work for the time periods specified within the applicable section of the standards specifications.

(2) The City may request the developer or contractor to post a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

j. State Standards

All construction within the City right-of-way and proposed new street construction shall comply with Idaho standards for public works construction, January 1984, as amended.

2. Earthwork

a. Scope

This section consists of earthwork including construction of subbase, compacted backfill for pipes and structures and borrow.

b. Materials

(1) Earth Backfill

Excavated material free from roots, debris, and other deleterious material to be approved by project engineer.

(2) Gravel Backfill

Six-inch minus river run or pit run gravel, free from clay balls, roots and organic material, reasonably uniform gradations from coarse to fine, containing sufficient fines for compaction as specified. Select material from site excavation meeting the above requirements may be used, as approved.

(3) Crushed Gravel for Footings and Slabs

One inch minus crushed gravel or crushed rock, free from dirt, clay balls and organic material, uniformly graded from coarse to fine, containing sufficient fines for proper compaction.

(4) Borrow

Clean granular material, free from roots or organic material. Submit samples for approval prior to delivery of any borrow material.

c. Workmanship

(1) Clearing and Grubbing

Existing trees, brush, stumps, bushes, and waste material shall be removed from the site. Care shall be taken to prevent damage to adjacent trees that are to remain. Burning will not be permitted.

(2) Removal of Topsoil

Prior to beginning excavation or fill, remove the topsoil to a depth of six-inches for future use. Topsoil shall be removed where structures or roads are to be constructed.

(3) Subgrade

(A) Subgrade shall be excavated and shaped to line, grade and cross section shown on the plans. The subgrade shall be compacted to 95 percent of maximum density as determined by AASHO T-99. All soft spots or otherwise unsuitable material shall be removed and replaced with suitable material.

(B) The subgrade shall be watered or aerated as necessary to obtain optimum moisture content as determined by AASHO T-99.

(C) The subgrade shall be finished to within one-tenth foot of the grade and cross section as shown on the plans.

(D) Compaction equipment shall be of the size and type capable of obtaining specified compaction. Compaction equipment shall be approved by the City.

(4) Construction of Embankment

(A) Embankments shall be constructed from selected excavated material or specified and approved "borrow and material". Embankment shall be constructed to lines and cross section specified in the plans. Fill shall be placed in lifts not to exceed nine inches across the full width of the embankments. Each lift shall be compacted to 95 percent of maximum density as determined by AASHO T-99. Watering or aeration as necessary shall be accomplished to obtain optimum moisture content. Completed embankments shall be dressed to elevations and slopes specified in the plans.

(B) If pipelines are to be placed in the embankment, the embankment shall be constructed to an elevation of two feet above the top of the pipe prior to trench excavation for the pipeline.

(5) Trench Excavation and Backfill

(A) Excavation for the installation of pipes, utilities, and other appurtenances shall be accomplished to the elevation specified on the plans. Where required, shoring shall be used in excavation of trenches.

(B) The pipe or utility shall be bedded and backfilled with material as specified by the utility owner.

(C) Above the pipe, all trenches under structures, sidewalks, roads, parking areas, and similar facilities, backfill shall be placed and backfilled in layers not to exceed one foot. Compaction shall be 95 percent of maximum density as determined by AASHO T-99. Before the last layer is placed, the trench shall be filled with water for future settlement. This water settlement may be deleted by the City if expedient completion of work is advantageous to the City and is in the interest of quality construction.

(D) Mechanical settlement may be deleted where adequate compaction, in the opinion of the City, can be obtained by water settling only.

(E) In other areas, backfill material not exceeding one-half cubic foot in size and intermixed with fine material shall be mechanically pushed into the trench. Excess material shall be neatly windrowed over the trench to provide for future settlement. Any excess or deficiency after the settlement period shall be corrected by regrading or additional material.

(F) Excess excavation shall be disposed at sites designated on the plans or disposal sites arranged for by the contractor.

(G) Any settlement in backfill, fill, or in structures built over the backfill or fill, that may occur within a two-year guarantee period, will be considered to be caused by improper compaction method and shall be corrected at no cost to the City. Any structures damaged by settlement shall be restored to their original condition by the contractor at no cost to the City.

(6) Shoring, Sheeting, and Bracing

The contractor shall furnish and install all shoring, sheeting, and bracing required to support adjacent earth banks and structures and for the protection and safety of all personnel working in the excavations. All shoring, sheeting, and bracing shall conform to the requirements of the state or local agencies having jurisdiction over such matters. The contractor shall remove shoring, sheeting, and bracing in a manner that will protect the workers and prevent caving of banks or damage to property as the excavations are backfilled, as approved by the City.

(7) Removal of Water

The contractor shall provide and operate equipment adequate to keep all excavation and trenches free of water and shall remove all water during the period when concrete is being deposited, when pipe is being laid, during the placing of backfill, unless water settling is required, and at such other times as required for efficient and safe execution of the work. The contractor shall avoid settlement or damage to adjacent property, and the contractor shall dispose of water in a manner that will not damage adjacent property, as approved by the City.

(8) Slab and Footing Gravel

A minimum of six inches of crushed base gravel shall be placed under concrete footings, slabs, and other concrete structures. The base gravel shall be compacted to 95 percent of maximum density as determined by AASHO T-99. Gravel shall be placed over properly prepared and compacted subgrade material.

(9) Structure Backfill

(A) Backfill shall be placed around concrete structures after concrete has attained two-thirds of the specified compressive strength. All form material and trash shall be removed from the excavation before placing backfill. Backfill adjacent to concrete walls or other structures shall be compacted with pneumatic tampers or other approved equipment that will not damage the structure.

(B) Structure backfill shall be compacted in 12-inch maximum layers to 95 percent of maximum density as determined by AASHO T-99.

(10) Nonstructural Fills

Fills not under structures, roads, or other facilities shall be placed in layers not exceeding 12 inches and compacted by routing loaded trucks or construction equipment over the fill in such a manner that all areas are uniformly covered. An alternate compaction requirement may be specified by the City to control settlement.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The compaction of the subgrade shall be tested at intervals not to exceed 1,000 square yards of compacted surface. Each layer of compacted material shall be tested and considered separately. Compaction requirements shall be as specified above. Areas represented by failing tests shall be compacted and retested.

(3) Testing may be by the sand, balloon, or nuclear methods.

(4) In addition to the testing specified in §16.04.020.D.2.d(3), the City may require load testing of the base with a truck loaded to 150 percent of legal axle weights. Any deflection or other visual deformation shall constitute a need for additional compactive effort.

(5) All testing, except the loaded truck test, shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally, shall repair, at their expense, all damage that may occur due to settlement of earth or rock fills or structure backfill for a period of two years following completion of the earthwork operations.

(2) All repairs shall be as approved by the City. Completion of repairs as approved by the City will constitute satisfaction of the guarantee requirements. Such satisfaction will not negate the guarantee of work in other areas.

3. Culverts

a. Scope

This section covers the installation of culverts for drainage.

b. Materials

Minimum culvert size shall be 12 inches in diameter.

(1) Culvert Pipe

Pipe shall conform to one of the following and of the proper class, grade, or gauge as determined from the appropriate design manual:

(A) Reinforced concrete pipe, tongue and groove or bell and spigot, ASTM C-76;

(B) Galvanized corrugated metal pipe, AASHO M-36;

(C) Aluminum corrugated metal pipe, AASHO M-196.

(2) Aprons

All pipe culverts shall have aprons or other approved headwalls installed on inlet and outlet ends. All aprons shall be of proper size and type for use with the type of pipe installed.

(3) Selected Backfill Material

Selected backfill material shall be imported or obtained from the excavation and shall contain material no greater than two inches in diameter. Selected backfill shall be free from vegetation or other deleterious materials.

c. Workmanship

(1) Trench excavation

Trenches shall be excavated to the grade shown on the plans and shall fit the drainage patterns as planned. Bottom of trench shall be shaped to fit the pipe. Bell and spigot pipe shall be supported in the barrel section.

(2) Laying Pipe

(A) Batter boards, grade stakes or other control shall be provided to assure proper line and grade.

(B) Begin laying at the lowest end of culvert. Thoroughly clean ends of the pipes. Place each section with the spigot end pointing in the direction of flow and with the bell end upstream. Lay culverts and connect sections in conformance with the manufacturer's printed instructions. Repair all damaged areas of the protective coating with material similar to the original and permit to dry or solidify before backfilling.

(3) Backfilling

Backfill pipe zone with selected material placed in six-inch lifts on each side of the pipe simultaneously and compact each lift with pneumatic or approved vibratory tampers. Be careful to compact the backfill solidly under the pipe. Wet backfill material if necessary for optimum moisture content prior to compaction. Compaction of the backfill shall provide a dry density equal to or greater than the adjacent undisturbed earth. Backfill above the pipe zone with material from the excavation placed in not more than 12-inch lifts and compact to 95 percent of maximum density. Hand tamping will not be permitted.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The contractor or developer shall submit a certification from the supplier to certify pipe materials, gauge, and type compliance with design manuals.

(3) The City shall be contacted prior to backfill to allow inspection of pipe joints, bedding, etc.

(4) Compaction tests shall be performed at each pipe location. Testing frequency shall be established prior to beginning work, but will normally be required on at least two layers of the backfilled material. A failing test will necessitate excavation, recompaction and retesting. Copies of all tests shall be submitted to the City.

(5) Testing may be accomplished by the sand, balloon, or nuclear methods.

(6) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally guarantee to repair or replace any trench settlement, pipe failures or damage occurring during construction or within two years of construction completion.

(2) Pipe repairs or replacement shall be approved by the City. Materials shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

4. Catch Basins, Inlets, and Curbs

a. Scope

This section covers catch basins, inlets, curbs, and other miscellaneous concrete work.

b. Materials

(1) Concrete

Concrete shall be a five and one-half bag minimum mix obtained from a commercial source. Minimum compressive strength shall be 3,000 psi in 28 days. Maximum

aggregate size shall be one and one-half inches. Slump shall be four inches maximum.

(2) Forms

Forms for exposed surfaces shall be plywood, matched boards, or other approved material. All vertical surfaces shall be formed. Trench walls, large rock or earth will not be approved form material.

(3) Reinforcing Steel

Reinforcing steel shall conform to ASTM A-615, grade 40, deformed bars or as otherwise specifically specified in approved plans.

(4) Precast Units

At the option of the contractor, approved precast units may be substituted for cast in place units. Precast units shall conform to ASTM C-478. Concrete risers for extensions shall be a maximum of six inches high and of the same quality as the sections. Risers shall be approved by the engineer before installation.

(5) Mortar

Standard premixed mortar conforming to ASTM C-387, type S, or proportion: one part Portland cement to two parts clean, well graded, that will pass a one-eighth inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: hydrated lime, ten percent; diatomaceous earth or other inert materials, five percent. Consistency of mortar shall be such that it will readily adhere to the concrete.

(6) Frames and Grates

Frames and grates for catch basins and storm drain inlets shall be fabricated of steel conforming to ASTM A-36 pursuant to the details shown. All connections shall be welded. Welding shall conform to requirements of the current code for welding in building construction of the American Welding Society.

c. Workmanship

(1) Construction

(A) Construct inlets and catch basins at the locations shown and pursuant to the standard drawings. Construct forms to the dimensions and elevations required. Forms shall be tight and well braced; chamfer all corners of forms.

(B) Prior to placing the concrete, remove all water and debris from the forms. Moisten forms just prior to placing the concrete. Handle concrete from the transporting vehicle to the forms in a continuous manner, as rapidly as practical, without segregation or loss of ingredients. Immediately after placing, compact concrete with an approved mechanical vibrator. Limit the duration of vibration to the time necessary to produce satisfactory consolidation without causing segregation. All concrete shall be placed within 90 minutes of initial mixing.

(C) Screed the top surface of exposed slabs and walls, when the initial water has been absorbed, float the surfaces with a wood float and lightly trowel with a steel trowel to a smooth finish free from marks or irregularities. Finish exposed edges with a steel edging tool. Remove forms and patch any defects in the concrete with mortar mixed in the same proportions as the original concrete mix.

(D) Cure concrete by preventing the loss of moisture for a period of seven days. Accomplish with an approved membrane forming curing compound. Apply the curing compound immediately after removal of forms or finishing of the slabs. Protect concrete from damage during the seven-day curing period. All concrete shall be protected from freezing weather for a period of five days.

(E) All concrete exposed to weather shall be sealed with an opaque concrete sealer.

(2) Installation of Precast Units

Prior to placement of precast units, all supporting material shall be compacted to 95 percent of maximum density.

(3) Installation of Frames and Grates

(A) Set frames and grates at elevations indicated or as directed by the engineer and in conformance with the plans.

(B) Frames may be cast in, or shall be set in mortar.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Concrete compressive cylinders shall be taken at least once during each project and one additional test for each additional 25 yards of concrete required. Each test should consist of three compressive cylinders.

(3) Compaction tests shall be taken where required by the City and should be expected at each installation.

(4) Failing tests shall be sufficient reason for removal and replacement of all represented concrete by the contractor or developer.

(5) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally guarantee there will be no failure in concrete structures for a period of two years following construction.

(2) Repairs or replacement shall be approved by the City. Materials shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

5. Shale Base

a. Scope

This section consists of base construction by use of pit run shale commonly available in the local area.

b. Materials

(1) Shale

The shale shall be from a source approved by the City. The maximum aggregate size shall not exceed the depth of the shale layer to be placed.

c. Workmanship

(1) The shale base shall not be placed in layers to exceed one foot. This depth may be reduced if, in the opinion of the City, sufficient compaction is not being attained. Compaction shall be accomplished by use of a vibratory roller to allow settlement of the angular material.

(2) Shale base, as required in the plan typical section, shall be placed over an approved base to the depths, cross section and profile as shown on the plans.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Testing of the shale base shall be accomplished by operating a loaded truck, not exceeding 200 percent of legal axle loads, over the compacted material. Any deflection or other visual deformation shall constitute a need for additional compactive effort.

(3) Upon request, the City will perform the load test at no cost to the contractor or developer. The contractor or developer shall make all efforts possible to coordinate these efforts with the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure resulting from loss of shale base stability for a period of two years following completion of construction.

(2) Repair or replacement of shale base shall be as approved by the City. The materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

6. Aggregate Base and Leveling Course

a. Scope

This section covers the base course and leveling course.

(1) Materials

Three-fourths inch crushed gravel. Crushed gravel for base aggregate shall conform to the following master gradation and specifications:

Table 16-9: Crushed Gravel Gradation

Sieve Size	Percent Passing
1 inch	100
0.75 inch	90—100
No. 4	45—65
No. 8	30—50
No. 200	3—9
Sand equivalent	30 minimum

b. Workmanship

(1) Base Course

(A) The subbase shall be approved by the City prior to placement of any base aggregate.

(B) Any aggregate not conforming to the above master gradation and specifications will not be accepted. Variations in gradation will not be allowed.

(C) The base course shall be placed in two lifts if the lifts exceed four inches, and each lift shall be compacted to 95 percent of maximum density.

(D) The finished line and grade shall be pursuant to the plans. Grade stakes shall be provided to assure proper profile and cross section.

(2) Shoulders

Shoulders shall be constructed from acceptable roadway materials or borrow pursuant to the applicable roadway typical section.

(3) Weather

When, in the opinion of the City, the weather is such that satisfactory results cannot be secured, the contractor shall suspend operations until the weather is favorable. No surfacing materials shall be placed in the snow or on a soft, muddy, or frozen subgrade.

(4) Cleanup

After the work is completed, the entire area shall be neatly finished and trimmed to the lines, grades and cross sections shown. All material shall be removed, and all stockpile areas shall be cleared of all aggregate and left in an acceptable condition.

c. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Samples shall be taken from the stockpile prior to beginning placement on the roadway.

(3) One sample shall be taken to represent each 500 tons of material to be used.

(4) Samples shall be tested for gradation and sand equivalent. Variations exceeding the allowable tolerances shall be sufficient bases for reselection of material either in stockpile or on the roadway.

(5) Compaction tests of compacted aggregate shall be performed to represent each 1,000 square yards of compacted surface. Each layer of compacted material shall be considered separately. Areas represented by failing tests shall be recompacted and retested. Compaction requirement shall be as specified above.

(6) Testing may be by the sand, balloon, or nuclear methods.

(7) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

d. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure resulting from a loss of base stability within a period of two years following completion of construction and acceptance by the City.

(2) Repair or replacement of the base shall be as approved by the City. Materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

7. Plantmix Pavement

a. Scope

This item consists of placing asphalt plantmix surfacing, prime coat, seal coat and tack coat.

b. Materials

(1) Prime Coat

Prime coat asphalt shall consist of MC-250 asphalt applied at a rate of two-tenths gallon per square yard. Other application rates may be required by the City for desired results.

(2) Plantmix Surfacing

Plantmix surfacing shall be of the thickness as specified for the road type. Prior to beginning paving, the contractor shall submit to the City a mix design (Marshall method) meeting the following criteria:

Table 16-10: Plantmix Surfacing Design

Compaction, number of blows	50
Air voids, percent	3—6
Stability, pounds	750 minimum
Flow, 0.25 mm	8—18

Asphalt grade	120—150 penn.

(3) Tack Coat

Tack coat shall be diluted SS-1 asphalt applied during warm, dry weather at a rate of five-hundredths gallon per square yard.

(4) Seal Coat

Asphalt for a fog seal shall be SS-1 applied at a rate of fifteen-hundredths gallon per square yard.

c. Workmanship

(1) Preparation; Overlays

(A) Before construction of an asphalt concrete pavement on an existing surface, all fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All types of existing pavement or bituminous surfaces shall be thoroughly cleaned by sweeping to remove dust and other foreign matter.

(B) A tack coat of SS-1 asphalt applied at the rate of five-hundredths gallon per square yard of retained asphalt shall be applied uniformly to all surfaces on which any course of asphalt concrete is to be placed, unless its omission is specifically directed by the City.

(C) When asphalt concrete pavement is to be constructed over an existing paved or oiled surface, in addition to the preparation as outlined in this section, all holes and small depressions shall be filled with an appropriate class of asphalt mix. The surface of the patched area shall be leveled and compacted thoroughly, as directed by the City.

(D) Prior to placement of the final overlay course, a leveling course shall be placed in all areas specified by the City to provide a uniform surface for placement of the overlay.

(E) Any defective work or materials that may be discovered by the City before the final acceptance of work, or during the guarantee period, shall be removed and replaced by work and materials that shall conform to the provisions of this section. Failure on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

(2) Preparation; New Surfacing

(A) A prime coat may be applied over the full length of the project, and asphalt concrete pavement shall not be placed until the prime coat has cured. Application rate shall be two-tenths gallon per square yard.

(B) Should any holes, breaks or irregularities develop in the roadway surface after the prime coat has been applied, they shall be patched with asphalt concrete immediately in advance of placing the asphalt concrete. The contractor shall

maintain the completed prime coat by blading or brooming as directed by the engineer, until the asphalt concrete is placed.

(C) After the maintenance, patching or repair work has been completed and immediately prior to placing the asphalt concrete pavement, the surface of the prime coat shall be swept clean of all dirt, dust, or other foreign matter.

(3) Plantmix Preparation

(A) The plantmix surfacing shall be placed over the primed or tacked surface. Placement shall be accomplished with a self- propelled paver with an automatic screed operable from a profile "shoe" or "ski" riding on the base surface or adjoining completed surface. The length and type of the shoe or ski shall be acceptable to the City and capable of compensating for minor variations in the base profile.

(B) Plantmix temperatures shall be no less than 260 degrees for placement on grade, no less than 185 degrees for completion of intermediate rolling, and rolling shall be completed above 160 degrees Fahrenheit. All rolling equipment and coverages shall be approved by the City prior to beginning placement. Variation may be required by the City to assure adequate compaction.

(4) Connections with Existing Surfacing

Connection to existing surfacing shall be accomplished by cutting back the existing surface to a vertical face to assure positive full depth paving.

(5) Surface Smoothness

The completed surface shall be uniform and to proper line and profile. The completed surfacing shall not vary more than one-fourth inch from a ten-foot straightedge placed parallel to centerline or perpendicular to centerline. Crown shall be controlled and pursuant to the plan typical section.

(6) Weather

(A) Asphalt for prime coat shall not be applied when the ground temperature is lower than 50 degrees Fahrenheit, without written permission of the City.

(B) Asphalt concrete shall not be placed when the atmospheric temperature is lower than 40 degrees Fahrenheit nor during heavy rainfall nor when the surface upon which it is to be placed is frozen, except upon written order of the City. Permanent pavement shall be placed only during the period from June 15 to September 15, except on the written approval of the City.

(C) Temporary pavement may be installed prior to or after the period designated in §16.04.020.D.6.b(3), but shall be replaced or overlayed with permanent paving during the next paving season.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Samples shall be taken the first day of production. Testing frequency may be reduced by the City if test results and visual observations indicate consistent mix production.

(3) Samples shall be tested for asphalt content and gradation and compared with the previously submitted mix design; variations exceeding the following tolerances shall be sufficient bases for rejection of the completed work represented by the failing test:

Table 16-11: Failing Test Tolerances

Asphalt Content		Mix design ±	0.5%
Gradation	¾ inch	Mix design ±	10
	½ inch	Mix design ±	10
	⅜ inch	Mix design ±	7
	No. 4	Mix design ±	7
	No. 8	Mix design ±	5
	No. 16	Mix design ±	5
	No. 30	Mix design ±	5
	No. 50	Mix design ±	5
	No. 100	Mix design ±	5
	No. 200	Mix design ±	3

(4) Case samples may be required by the City to verify mix samples or air void content. Cores will not normally be required if asphalt content and gradation test remain within acceptable tolerances.

(5) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure, progressive or total, of the plantmix surfacing for a period of two years following completion of the construction. This shall include any deformation of the roadway cross section or profile.

(2) Replacement or repair of the unsatisfactory areas shall be as approved by the City. The completion of the repairs, as approved, will satisfy the requirements of the guarantee.

8. Road Cutting and Repair

a. Scope

This section covers road and street cuts for installation and repair of utilities. Road cutting will only be permitted where boring or pushing methods have been shown to be unfeasible.

b. Materials

The materials, unless otherwise specified, shall conform to the applicable portion of §§16.04.020.D.2, *Earthwork*, 16.04.020.D.6, *Aggregate Base and Leveling Course*, and 16.04.020.D.7, *Plantmix Pavement.*

c. Workmanship

(1) The contractor shall take all precautionary measures for protection of all utilities owned by the City, Idaho Power Company, Mountain Bell, Intermountain Gas Company, and Sun Valley Cable Vision. This includes coordination of efforts with utility owners prior to, during, and following the actual excavation, boring, or pushing.

(2) One lane of traffic shall be maintained at all times so that traffic can flow, including a minimum of one flagger shall direct traffic if one lane, all or in part, is blocked. Adequate safety measures shall be provided to protect the public.

(3) The City shall be notified at least 24 hours in advance of beginning any work within the City roadway right-of-way.

(4) Backfilling shall be done in not more than one foot layers. A compactor shall be used on each layer. Routing of machinery over the trench is not an acceptable compaction method. Mechanical compaction may be deleted where, in the opinion of the City, adequate compaction can be obtained by water settling only. Compaction of each layer shall be 100 percent of maximum density.

(5) Three inches of compacted plantmix asphalt concrete shall be installed, with crown to be one inch higher than existing surrounding paving to compensate for additional settling that takes place from traffic pounding. Conform to standard drawing S.

(6) Road shoulders shall be blended back in to conform with existing shoulders.

(7) Exposed water or sewer lines shall not be covered up until inspected/approved by a representative of the Utilities Department. Backfill for pipe base and pipe zone shall conform to §16.04.020.D.3, *Culverts*, or the requirements of the owner of the pipe.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The City shall be notified, prior to backfilling operations, to allow inspection of all utilities, bedding, joints, etc.

(3) Compaction tests shall be performed at location. Testing frequency shall be established prior to beginning work but will normally be required on at least two layers of the backfilled material. A failing test will necessitate excavation, recompaction and retesting. Copies of all tests shall be submitted to the City.

(4) Testing may be accomplished by the sand, balloon, or nuclear methods.

(5) The asphalt surfacing shall be from an acceptable commercial source and shall be placed and compacted above 160 degrees Fahrenheit.

(6) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing

methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer, utility company and contractor shall repair, at their expense, any damage resulting from the road cut operations, repair, backfill or damage to adjoining areas. This includes settlement or deformation of repairs within a two-year period.

(2) Replacement or repair of the cut and other damaged areas or facilities shall be as approved by the City. The materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

9. Seeding

a. Scope

This section covers seeding of cut and fill slopes.

b. Materials

(1) Seed

Brome, Timothy, or other grasses as required by the City.

(2) Mulch

Straw or grass mulch shall be used where required by the City.

c. Workmanship

(1) Seeding shall be accomplished in the fall months. The slopes shall be prepared by tilling to a depth of three inches. This tilling may be omitted if, in the opinion of the City, the tilling will not be necessary for proper penetration of the seed. The seed shall be drilled unless broadcast methods are approved by the City. Hand raking or harrowing to cover the seed will normally be required.

(2) The seeding rate will be 18 pounds per acre unless modified by the City for special seed variation or soil conditions.

(3) Straw or hay mulch may be applied at the option of the City.

d. Quality Control

The contractor or developer shall provide a certification of seed purity, quality, species, and germination prior to seeding for approval by the City.

10. Signing

a. Scope

This section covers warning and regulatory signs as required for control of traffic.

b. Materials

(1) Signs

Sign as required. Materials and installation shall be in conformance with the most recent "Manual For Uniform Traffic Control Devices".

(2) Pavement Markings

Painted or adhesive marking applied to the paved surface for purposes of traffic control.

c. Workmanship

(1) All signs shall be of the size and type as specified in the "Manual For Uniform Traffic Control Devices".

(2) Location of all signs shall be as required by the City and in conformance with the "Manual For Uniform Traffic Control Devices".

d. Quality Control

(1) Normally, a manufacturer's certification of compliance with the "Manual For Uniform Traffic Control Devices" will be sufficient evidence of satisfactory materials.

(2) Additional testing or certification may be required for special signs or conditions.

11. Bicycle and Pedestrian Paths

a. Scope

This section covers the construction of bicycle and pedestrian paths.

b. Materials

The materials, unless otherwise specified, shall conform to the applicable portions of §§16.04.020.D.2, *Earthwork*, 16.04.020.D.6, *Aggregate Base and Leveling Course*, and 16.04.020.D.7, *Plantmix Pavement*.

c. Workmanship

(1) Bike and pedestrian paths will normally have a finished width of eight feet; additional width may be required by the City for areas of heavy usage or for other special consideration.

(2) The profile and alignment shall be designed to follow natural ground contours as closely as possible. However, the horizontal and vertical curves should be arranged as to avoid conflict in areas of insufficient sight distance for safe operation of bicycles.

(3) All soft spots should be removed prior to placement of shale base. Six inches of shale base shall be placed pursuant to §16.04.020.D.5, *Shale Base*, and pursuant to the typical section for bicycle and pedestrian paths.

(4) The shale shall be covered with two inches of compacted gravel base placed and compacted pursuant to §16.04.020.D.6, *Aggregate Base and Leveling Course*.

(5) Prime coat, asphalt surfacing and fog seal shall be placed pursuant to §16.04.020.D.7, *Plantmix Pavement*, and the typical section for bicycle and pedestrian path.

(6) Pavement markers, warning, regulator and information signs as required by the City shall be installed at the locations designated.

d. Quality Control

All quality control shall be pursuant to the applicable portions of §§16.04.020.D.2, *Earthwork,* 16.04.020.D.6, *Aggregate Base and Leveling Course,* and 16.04.020.D.7, *Plantmix Pavement.*

e. Guarantee

(1) The developer and contractor, jointly and severally, are responsible for any damage or failure, progressive or total, of the bicycle and pedestrian paths within two years of completion. This shall include any deformation of the surface profile or cross section.

(2) Replacement or repair of the unsatisfactory areas shall be specified by the City. Completion of repairs, as specified, will satisfy the requirements of this guarantee.

E. Acceptance of Roadways; Maintenance

1. Adherence to these regulations, standards and specifications will not obligate the City in any way to accept a roadway constructed pursuant to the standards and specifications in this section unless, prior to the construction, the City Council has agreed to accept such roadway contingent upon conformance with these standards.
2. Before agreeing to accept any roadway when completed as a public road, the person or entity requesting such acceptance shall submit plans and specifications to the City Council for their review and approval, that plans and specifications shall call for work to be done pursuant to the specifications and standards contained in this section.
3. In its maintenance of public roads, the City is to comply with these regulations, standards, and specifications whenever possible; however, due to budgetary and other limitations, such compliance shall be in the discretion of the City Council, and any noncompliance by the City shall not be construed as a modification or exception of these regulations, standards, and specifications.

16.04.030. Excavations and Improvements of City Rights-of-Way and Easements

A. Permit Required

No person shall dig in, excavate, trench or otherwise disturb the surface or subsurface of any portion of the right-of-way, alley or City utility easement, and no person shall block any portion of a right-of-way for the purpose of doing any work to adjacent buildings or structures, nor shall any person block or barricade any portion of any right-of-way, nor shall any person build any structure, permanent or temporary, on property owned by the City or improve the same within the city without having first obtained a written permit to do so issued by the City upon compliance with the bond requirements and completing the steps enumerated in §16.07.030.D, *Dig Permit*.

B. Excavation Standards

Any excavation work proposed in the City streets, rights-of-way, or alleys shall meet the following standards:

1. Any cut of existing pavement shall be done with a pavement cutter, or the contractor shall forfeit their bond.
2. All backfill shall be compacted to 95 percent density to prevent settlement.
3. The last 30 inches of backfill shall consist of lean concrete. Notwithstanding the foregoing, the City may require full lean concrete backfill whenever weather conditions warrant.
4. If the excavation is part of any construction where a Building Permit has been issued, the cut must be backfilled and compacted prior to a framing inspection. No framing inspection will be done by the Building Official until the backfill and compaction meets City approval.
5. No trench shall remain open more than 24 hours. The contractor is responsible for providing appropriate barricades and other safety measures.
6. Upon notice by the City that settlement of the trench has occurred, the contractor shall correct the settlement within three days or forfeit their bond.
7. Any backhoe or excavator used to excavate a trench shall be equipped with pads on the outriggers or rubber tracks or other suitable protection devices where such backhoe/excavator is used on existing pavement, or the contractor shall forfeit their bond;
8. Prior to any street cut, the contractor shall be responsible for contacting the street division for inspection of the work being performed in the City street.
9. MUTCD compliant traffic control shall be provided and the contractor assumes all responsibility.
10. The contractor shall arrange for paving of the street cut on all paved streets and alleys in a timely manner.
11. The contractor shall be responsible for any settling for a period of two years. The contractor shall be required to repair the settling within five days after notice or forfeit their bond.
12. Pursuant to §16.04.020.D.8, road cutting will only be permitted where boring, pushing, or microtrenching have failed after three attempts or otherwise been shown to be unfeasible.
13. Any contractor doing work in the public right-of-way must be a licensed contractor.

16.04.040. Temporary Use of Public Rights-of-Way

A. No person shall place, store or cause to be placed or stored any temporary or permanent item in the public right-of-way for the purpose of, but not limited to, building equipment, building material, commercial objects, or structures on or in any public right-of-way for any length of time unless a permit shall have been obtained from the Administrator.

B. A Temporary Use of Right-of-Way Permit (TURP) is required for any temporary occupancy or storage that encroaches on the public right-of-way and where there is no permanent fixture to the ground or a building pursuant to §16.07.030.F.

C. A Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way, where a permanent fixture to the ground or a building will occur. In most cases a right-of-way encroachment agreement between the City and property owner will be required.

D. A revocable encroachment license is required for any permanent or seasonal encroachment on the public right-of-way where the encroachment is not permanently affixed to the ground or a building.

16.04.050. Off-Street Parking and Loading

A. Purpose

Standards for off-street parking and loading spaces are necessary to facilitate access to specific land uses and to ensure the efficient use of land. The standards are intended to support the goals of the Comprehensive Plan and in recognition of Ketchum as a geographically compact and historic mountain resort community sustained by both the full time resident population and the influx of seasonal residents, visitors, and workforce who travel within the community. The regulations of this section have been established to:

1. Ensure the public health, safety, and welfare;
2. Facilitate development and redevelopment by providing clearly defined minimum standards;
3. Encourage a range of transportation alternatives designed for residents, visitors, and the workforce to travel safely and easily to their destinations;
4. Promote travel demand management techniques to improve the efficiency of the transportation system;
5. Maximize the efficient use of existing surface parking lots by permitting shared parking;
6. Provide safe, secure, and conveniently located bicycle parking facilities;
7. Enhance pedestrian connectivity and comfort by limiting surface parking;
8. Incentivize development and redevelopment that will create vibrant and activated commercial environments;
9. Facilitate community design supported by multi-modal transportation in order to lessen dependence on vehicular transportation alone; and
10. Providing safe, secure, and conveniently located bicycle parking facilities.

B. General

1. Applicability

Except as otherwise stated in this section, off-street vehicle and bicycle parking requirements of this section apply to:

a. Any new development and to any new established uses.

b. Any existing structure or use that is expanded or enlarged. Additional off-street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.

c. Any change of use or change of operation that would result in a requirement for more parking than the existing use. Additional parking shall be required only in proportion to the extent of the change, not for the entire building or use.

2. Delivery and Loading

Areas for deliveries and loading shall be required to ensure that loading and deliveries do not constrain fire access, street safety, or use public streets for deliveries.

C. Off-Street Vehicle Parking Design

1. Off-Street Vehicle Spaces

a. Minimum Parking Space

The minimum parking space and aisle dimensional requirements are as follows:

Table 16-12: Minimum Parking Space and Aisle Dimensions

Angle	Width (Feet) [1][2]	Length (Feet) [1][2]	Aisle Width (Feet) [1]
90 degrees	9.0	18	24
60 degrees	9.0	21	18
45 degrees	9.0	19.8	15
Parallel	8.0	23	-

Notes:
[1] ADA spaces shall meet the dimensional requirements as outlined in the current ADA standards for accessible design.
[2] Compact vehicle spaces shall be a minimum of eight feet wide and 16 feet long.

b. Compact Vehicle Spaces

(1) Commercial uses and lodging establishments with a minimum of ten or more spaces on the property may have up to ten percent of the required spaces marked for compact vehicles.

(2) These spaces shall be designed, designated, marked, and enforced as compact spaces.

2. Tandem Parking

Tandem parking shall be limited to a maximum number of two cars in depth. Tandem parking configurations are permitted for multi-family residential uses provided that both tandem parking stalls are assigned to the same dwelling unit. Tandem parking configurations are permitted for commercial uses provided that both tandem parking stalls are assigned to the same commercial condominium unit or business.

3. Area Unobstructed

All area counted as off-street parking space shall be unobstructed and kept clear of snow and free of other uses.

4. Access to Streets

Unobstructed access to and from a street shall be provided for all off-street parking spaces.

5. Location

In all zoning districts surface parking lots shall be located in the rear of a building or lot.

6. Lighting and Screening

a. Lighting used to illuminate off-street parking areas shall be directed away from residential properties and shall comply with all requirements of §16.04.090, *Dark Skies.*

b. Parking facilities and all off-street and on-site parking spaces shall be effectively screened on any side adjoining a Residential district or residential use by a wall, fence, or

hedge to a height of six feet, except for the front yard setback area of the adjoining residential property, in which case, the maximum height shall be three feet.

c. All parking and service areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences/walls. Such improvements will be for the purpose of beautification and to limit light and glare from vehicle headlights to nearby properties. For safety purposes, views of the parking and service areas from the sidewalk and street shall not be obscured.

7. Alley Access

a. Off-street parking spaces may be located directly off the alley if the width of the alley can adequately accommodate ingress and egress to the parking spaces.

b. No parking space shall project into an alley, sidewalk, or street.

c. All alleys used as access to loading areas and/or to an off-street parking space or spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the City Engineer.

8. Surface Parking Lots

a. Surfacing Material

Surface parking spaces shall be constructed with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the City Engineer.

b. Condition of Parking Lots

The owner or manager of the property shall maintain parking facilities and all off-street and on-site parking spaces so that they are in good, safe, and usable condition and free of public nuisances such as trash and weeds.

c. On-Site Drainage Facilities

All parking lots shall be designed with adequate on-site drainage facilities to prevent the drainage of stormwater onto adjacent properties or walkways or into the public right-of-way.

D. Off-Street Parking and Loading Calculations

1. Computation Rules

The following rules apply when computing off-street parking and loading requirements:

a. Multiple Uses

Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses, unless a use is exempted by this section or a reduction is approved through a shared parking plan or parking demand analysis in compliance with this section.

b. Fractions

When measurements of the number of required spaces result in fractions, any fraction of 0.49 or less shall be disregarded and any fraction of 0.50 or more shall be rounded upward to the next highest whole number.

c. Area Measurements

(1) Residential

Unless otherwise specifically noted, residential parking requirements for all square footage based parking and loading standards shall be computed on the interior square footage of each residential unit, as measured between the interior walls of the unit.

(2) Nonresidential

Unless otherwise specifically noted, non-residential parking requirements for all square footage-based parking and loading standards are to be computed on the basis of gross floor area (GFA) as defined by this Code.

(3) Employee Based Standards

For the purpose of computing parking requirements based on employees the calculation shall be based on the largest number of persons working on any single shift.

2. Applicability

a. Off-street parking requirements apply to uses in all districts, unless otherwise specified in this section.

b. In the CC and T districts the following uses meeting the definitions found in §16.08.020 are exempt from providing off-street parking:

(1) Community housing.

(2) Food service.

(3) Individual retail spaces of 5,500 square feet or less.

(4) Places of assembly uses in existence on April 17, 2017, and any expansion of existing place of assembly uses in existence on April 17, 2017, that occur on the same lot or parcel. This exemption shall also apply to any expansion of a place of assembly that includes adjacent lots or parcels but shall be limited to not more than 5,500 square feet above the existing square footage of the assembly use in existence on April 17, 2017.

(5) The first 5,500 gross square feet for new assembly uses. The first 5,500 gross square feet of an assembly use established or constructed after November 20, 2017.

(6) The first 5,500 square feet of office and personal service areas.

c. Other uses may be exempted by the Administrator upon completion of a parking demand analysis demonstrating the actual demands of the project are less than the

minimum requirements of this Code. A parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

3. Relief from Regulations for Historic Buildings

a. Where additions or alterations to an historic building are proposed, the square footage of the existing historic building shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

b. No additional parking relief is provided for projects that include full demolition of historic buildings.

c. When projects include partial demolition of historic buildings, the square footage of the historic building that remains shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

E. Minimum Off-Street Parking and Loading Requirements

Table 16-13: Minimum Off-Street Parking and Loading Requirements

Zoning Districts	Use Category	Parking Spaces Required	Loading Spaces Required
CC, T, T-3000, T-4000	Residential (one-family dwelling)	2 parking spaces per one-family dwelling	See §16.04.050.B.2
	Residential multiple-family dwelling	1 parking space per 1,000 gross sf [1]	
	Units 750 sf or less	0 parking spaces	
	Units 751 sf to 2,000 sf	1 space	
	Units 2,001 sf and above	2 parking spaces	
	Nonresidential	1 parking space per 1,000 gross sf [1]	
LI-1, LI-2, LI-3	Residential (including multiple-family dwelling)	1 parking space per bedroom	1 loading space for new construction or additions involving an increase in gross floor area in excess of 2,000 sf [1][2]
	Office, professional service, business support service, retail trade, convenience store, food service, commercial studio, laundromats and dry cleaners, instructional service, health and fitness facility, daycare	1 space per 250 gross sf	
	Motor vehicle fueling station, motor vehicle service	Where applicable: 1 space per 500 gross sf and 2 short term holding spaces per fuel pump and 3 spaces per service bay	
	Wholesale, manufacturing, industrial laundry, hybrid production facility, and all other permitted uses	1 space per 1,000 gross sf	
All Other Districts	Residential (one-family dwelling)	2 parking spaces per one-family dwelling	See §16.04.050.B.2
	Residential multiple-family dwelling		
	Units 0 to 2,000 sf	1 parking space	
	Units 2,001 sf and above	2 parking spaces	

Table 16-13: Minimum Off-Street Parking and Loading Requirements			
Zoning Districts	**Use Category**	**Parking Spaces Required**	**Loading Spaces Required**
	Nonresidential	1 parking space per 1,000 gross sf [3]	

Notes:
[1] No loading space shall occupy any part of a public street, alley, driveway, or sidewalk. Where practicable to do so, an alley may be used in lieu of the requirement for off-street loading space(s) if permission is granted by the Administrator.
[2] An off-street loading space shall be a minimum of 180 square feet with no length of the space being less than ten feet
[3] Refer to definition of floor area, gross and with the additional exclusion of common area meeting the definition found in §16.08.020.

F. Community Core District Off-Street Parking and Loading Calculations

1. Minimum Requirements

a. The parking requirements listed in this section are specific to the Community Core District and are in addition to requirements listed in this section and Table 16-13: Minimum Off-Street Parking and Loading Requirements.

b. The minimum number of parking spaces provided on-site shall be four spaces per 5,500 square feet of lot area, unless fewer spaces are required by Table 16-13: Minimum Off-Street Parking and Loading Requirements.

2. Accessible Parking Spaces

All accessible parking space requirements of the current building code as adopted by the City shall be met.

3. On Street Parking Credit

a. In a circumstance where the off-street parking matrix results in a requirement of more than four parking spaces, four on street parking spaces per 5,500 square feet of lot area may be credited toward the required parking demand after the required four space minimum on-site is satisfied.

b. Only existing and available parking spaces located directly adjacent to the property lines of the subject property shall be counted towards the on street parking credit.

c. The credit spaces shall only be credited for the nonresidential parking demand of the project.

4. Shared Parking Plan

A reduction in off-street parking may be obtained through the provision of an approved shared parking plan in compliance with §16.04.050.I.

5. Structured Parking Facility

Subject to a parking demand analysis, nonresidential uses within 1,000 feet of a structured parking facility, may allocate off-street parking requirements to the structured parking facility, provided the following standards are met:

a. The distance from the nonresidential use to the structured parking facility shall be no more than 1,000 feet, calculated by measuring the sidewalk from the primary entrance of the use(s) to the location of the structured parking facility.

b. Adequate capacity shall be shown within the structured parking facility to accommodate the nonresidential parking requirements.

c. Parking spaces within the structured parking facility shall be permanently dedicated by recorded easement for the nonresidential use of the project making the request.

G. Bicycle Parking

1. Spaces Required

All uses, other than one family dwellings and detached townhomes, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use. At a minimum, one bicycle parking rack shall be required per development.

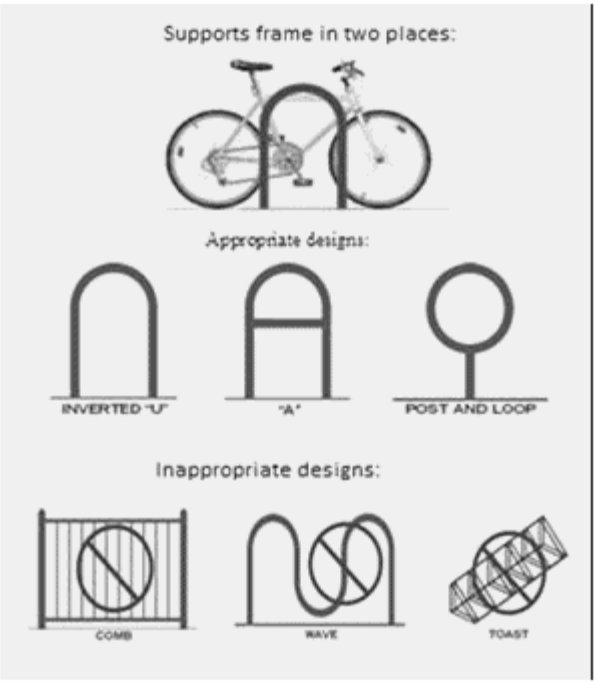


Figure 04-1: Bicycle Rack Designs

2. Location

a. Bicycle parking space(s) shall be clearly visible from the building entrance they serve and located no more than 50 feet from the entrance or as close as the nearest non-ADA parking space, whichever is closest.

b. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles. In cases where bicycle parking spaces are not visible from the primary street, signage shall be used to direct cyclists safely to bicycle parking areas.

3. ADA

Bicycle parking space facilities shall not interfere with pedestrian circulation, accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990.

4. Design

Bicycle parking spaces shall contain a stationary device or devices, secured to the ground, to which bicycles can be locked. Each bicycle parking space shall be accessible without moving another bicycle.

5. Surfaces

Bicycle racks shall be located on paved or pervious, dust-free surface. Surfaces cannot be gravel, landscape stone or wood chips.

H. Parking Demand Analysis

1. Purpose

A parking demand analysis is a study indicating that the requirements of this section regarding the number of off-street vehicle parking spaces required are not applicable to the proposed project because the project contains a unique mix of uses, the operational method is atypical, the use is not listed, or location or contextual factors affect the amount of off-street parking spaces required.

2. Eligibility

A parking demand analysis may be submitted by an applicant for any project in any zoning district or as required for shared parking and transportation demand management plans. Parking reductions for Parking Demand Analysis not required for shared parking and transportation demand management plans require approval of a Conditional Use Permit.

3. Potential Parking Reduction

A reduction of up to 50 percent of the total required on-site vehicle parking spaces may be granted.

4. Submittal Requirements

A parking demand analysis shall be prepared in the following manner to demonstrate that the requirements of Table 16-13: *Minimum Off-Street Parking and Loading Requirements* are not applicable:

a. The parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

b. A project description shall be included. The project description shall include, but is not limited to:

(1) Project location context map;

(2) Gross and net square footage of existing and proposed uses that will be part of the new development under review; and

(3) Table containing off-street parking and loading requirements for each use as required by this section.

c. A narrative analysis considering the following minimum factors shall be submitted:

(1) Discussion of the project's mix of uses, operational method, unique nature of uses, and location, contextual, or other factors affecting the amount of off-street parking and loading spaces required;

(2) Existing site plan;

(3) Proposed site plan;

(4) Discussion of site specific parking needs.

d. A narrative describing proposed measures to be taken to reconcile the project's parking demand with off-street parking and loading required for the project.

e. A shared parking plan and/or a transportation demand management plan may serve as the remedy in part or in full.

f. The City may require additional information as part of the parking demand analysis.

5. Criteria for Approval

The Commission shall review the parking demand analysis and accompanying remedies and upon finding that the analysis uses the appropriate methodology and includes an acceptable and reasonable remedy that can be implemented the analysis shall be approved or approved with conditions. Remedies contained in the analysis are binding and may only be modified through an amendment to the Conditional Use Permit.

I. Shared Parking Reduction

1. Purpose

Dedicated parking areas for individual uses, especially when provided in new developments, can result in less efficient land usage, lower floor area ratios, and more significant impacts and implications for multi-modal transportation and the quality of the pedestrian environment. Shared parking is a strategy that can reduce the amount of land devoted to parking while providing a sufficient number of spaces and encouraging development that is compact, walkable, bikeable, and conducive to transit..

2. Eligibility

A shared parking reduction may be requested through a Conditional Use Permit submitted by an applicant for any project in any zoning district.

3. Potential Parking Reduction

a. A reduction of up to 25 percent of on-site vehicle parking requirements may be granted.

b. The total required parking spaces may be reduced through the provision of shared parking spaces. Shared parking spaces may be provided in areas designed to serve jointly two or more buildings or users.

c. All shared parking shall be located no less than 300 feet from the uses utilizing the shared parking, as determined by measuring along existing sidewalk or sidewalk that shall be constructed as a condition of approving the shared parking reduction from the primary entrance of the use(s) to the location of shared parking spaces.

4. Submittal Requirements

A shared parking plan shall be submitted for review. The plan shall, at minimum, identify or contain:

a. A parking demand analysis pursuant to §16.04.050.H;

b. The hours of peak parking demand for each use;

c. All locations of parking spaces on private property used through shared parking and identified on a location context map;

d. All public parking that can be accessed within a 1,000-foot walk as measured along sidewalk connecting to the site of the subject uses.

e. The plan shall include an agreement between property owners for sharing common parking on private property. However, in no case will the City manage shared parking agreements.

The Administrator may require additional information as necessary to evaluate the shared parking reduction request.

5. Criteria for Approval

A reduction to parking requirements for individual uses may be made after considering the following standards and criteria:

a. The hour(s) of peak parking demand for each use, with peak demand being different or staggered;

b. The operating hours of each use, with operating hours being staggered; and

c. There is existing on-street parking available for public use within a 1,000-foot walk as measured along the sidewalk connecting to the site of the subject use.

J. Transportation Demand Management (TDM) Plan

1. Purpose

The purpose of a transportation demand management (TDM) plan is to mitigate traffic and other general transportation impacts generated from new development by reducing single-occupancy vehicle trips, increase accessibility to transit, improve mobility of pedestrians and bicyclists, address traffic congestion at peak periods, and minimize parking demand.

2. Eligibility

For projects with a FAR greater than 0.5 a TDM plan may be provided to demonstrate that alternative strategies will be used to offset the demand for parking. Parking reductions resulting from a TDM plan shall be reviewed and approved by the Administrator.

3. Potential Parking Reduction

A reduction of up to 25 percent of on-site vehicle parking requirements may be granted.

4. Submittal Requirements

A TDM plan shall be submitted. The plan shall, at minimum, identify or contain:

a. A parking demand analysis pursuant to §16.04.050.H;

b. A listing of measures to minimize transportation demand and impacts on the City's transportation network. These measures may include, but are not limited to providing public transit accessibility, pedestrian or bicycle amenities, shuttle service, preferential parking designation for carpool and/or vanpool or remote work opportunities;

c. The anticipated peak hour trips without the measures and the anticipated peak hour trip reduction resulting from these measures;

d. The number of employees and/or residents that the project will add;

e. Number of employees and/or residents anticipated to utilize transportation alternatives for commuting;

f. Barriers to employees and/or residents for utilization of transportation alternatives for commuting;

g. Suggested recommendations to address barriers for utilization of transportation alternatives for commuting;

h. Public transit amenities, including bus shelters, benches, wayfinding signage and street furniture; and

i. Location of on-site preferential parking designation for carpool and/or vanpool, if provided.

j. Narrative outlining any request for fee in-lieu payments for parking and justification for such request.

The City may require additional information as part of the parking demand analysis.

5. In Lieu Fee

a. The City may adopt or have adopted parking and/or transportation demand plans that include planning for and construction of parking and/or transportation mitigation projects. When such a plan or plans are in existence, a proposer may voluntarily opt to request and the City may consider requests to meet or mitigate parking requirements, in whole or in part, via an optional payment in lieu as an alternative where such City project, as determined by the City, is likely to meet or mitigate the transportation demand created by the development.

b. Such parking in lieu fees will be determined by the City Council and set by resolution based upon planning, acquisition, and construction estimates and costs related to the parking and/or transportation mitigation plans and projects.

c. Payment of in lieu fees shall be made to the City at the time of issuance of a building permit.

d. All in lieu funds received under this section shall be placed into a special and separate Transportation Improvement and Acquisition Fund to be used primarily for transit improvements and parking management programs, such as paid parking, that address the demand for physical parking on-site; and secondarily for the purchase, construction, and improvement of public parking facilities.

6. Criteria for Approval

The Administrator may approve a TDM plan if the plan considers at least three of the following strategies and the Administrator finds that the TDM plan is reasonable approach that can be implemented based on uses and site specific conditions:

a. A shared parking plan subject to the standards found in §16.04.050.I.

b. Covered bicycle parking provided inside buildings, under roof overhangs or awnings, in bicycle lockers, or within or under other structures. When not located within a building or a locker the cover shall be permanent, designed to protect the bicycle from rainfall, and at least seven feet above the floor or ground.

c. Secure bicycle parking in a locked room or area enclosed by a locked gate or fence, in an area that is monitored by a security camera, or in an area that is visible from employee work areas.

d. On-site locker room and shower facilities.

e. Provision of a public transit stop or demonstration of proximate access to an existing transit stop.

f. Demonstration of proximate access, within 1,000 feet, to the Wood River Trail.

g. Construction of a "spur" connecting the subject property to the Wood River Trail.

h. Reserved preferential parking spaces for high occupancy vehicles.

i. Reserved preferential parking spaces for hybrid, electric, or alternative fuel vehicles.

j. Installation of on-site electric vehicle charging stations.

k. Publicly accessible permanent display area for information on TDM strategies and options for alternative transportation modes.

l. Shuttle service.

m. Contribution to public transit or alternative modes of transportation fund(s).

n. Employer programs such as:

(1) Car/van pool coordination and incentive programs;

(2) Shuttle program;

(3) Guaranteed emergency ride home program; and

(4) Public transit passes.

o. Alternative strategies approved by the Administrator.

16.04.060. Landscaping, Buffering, and Screening

A. Standards for All Development

The following standards shall apply to all development, unless otherwise noted in this Code.

1. Drainage

a. All stormwater shall be retained on site.

b. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.

c. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

d. Drainage facilities shall be constructed per City standards.

2. Utilities

a. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.

b. Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.

3. Snow Storage

a. Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.

b. Snow storage areas shall be provided on site.

c. A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.

d. In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.

e. All surface parking lots shall be designed with either snowmelt to facilitate the removal of snow or a storage area for plowed snow. The storage area shall be 150 square feet for every 55 feet of linear lot width of the surface parking lot.

4. Landscaping

a. Landscaping is required for all projects.

b. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation, and aspect, and shall serve to enhance and complement the neighborhood and townscape.

c. All trees, shrubs, grasses, and perennials shall be drought tolerant. Native species are recommended but not required.

d. Landscaping in the riparian zone shall meet all requirements for planting in the floodplain as provided in the approval criteria for Floodplain Development Permits in §16.07.050.D.3, *Review Criteria*.

B. Implementation of Municipal Water Usage Conservation Measures

1. Prohibition and Restriction of Municipal Water Usage

a. The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be prohibited between the hours of 10:00 a.m. and 5:00 p.m. daily, during the annual time period beginning June 15 and ending September 1, except as follows:

b. Upon request made by the municipal water consumer, the Water Superintendent may grant an exception to the prohibition and restriction of municipal water usage if one or more of the following conditions are met:

(1) The municipal water consumer is now using, or will use as condition to the granting of such exception, water conservation irrigation devices such as drip or bubbler style irrigation systems that minimize water evaporation losses.

(2) The municipal water consumer's water usage will be for the purpose of sprinkling or watering new plantings.

2. Exclusion

Sprinkling or watering by commercial nurseries on their own sites are specifically excluded from the prohibitions and restrictions of this section.

C. Landscaped Yards in LI Districts

Required yards abutting or across the street from Residential Districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors, and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge, or fence not less than five feet nor more than six feet in height along any side or rear yards;
2. One row of deciduous or evergreen trees or a mixture of each placed no further apart than 15 feet;
3. Lawn, low growing evergreen shrub, evergreen, or ground cover on the balance of the required landscaped yard; and
4. Landscaping shall be continuously maintained in a neat and tidy manner.

D. Fences, Hedges and Walls

1. Fences, hedges, walls, and retaining structures may be permitted in the various districts as accessory uses pursuant to the following limitations:
2. In all zoning districts, except the LI district, fences, hedges, and walls shall not exceed four feet in height when located less than 30 feet from the front lot line and shall not exceed six feet in height when located more than 30 feet from the front lot line;
3. In the LI-1, LI-2, LI-3 Districts fences shall not exceed seven feet in height;
4. In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within 75 feet of the centerline intersection of two streets unless determined otherwise by the City Engineer; and
5. No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.
6. Retaining Structures shall be consistent with the following:
    a. Height Measurement. The height of a retaining structure shall be measured from the point at which the ground elevation of the city-approved finish grade intersects with the retaining structure to the highest point of the retaining structure.
    b. Retaining Structure Location, Maximum Heights, and Minimum Separation within Setbacks.
        (1) All retaining structures, including footings or foundations, shall be set back at least one foot from any property or right-of-way line, unless the applicant provides a

written authorization from the adjacent property owner or owners to allow either all or a portion of the retaining structure to be on or closer to an adjacent property.

(2) In the LR, LR-2, GR-Land GR-H Districts, retaining structures:

(A) Less than 30 feet from the front lot line shall not be higher than four feet. Two or more up to four-foot high retaining structures may be permitted, provided the retaining structures are separated by a distance that is equal to two times the height of the structure.

(B) The maximum slope gradient allowed between retaining structures shall be a four-foot horizontal to a one-foot vertical (4H:1V) slope.

(C) Retaining structures located more than 30 feet from the front lot line shall not be higher than 6 feet.

(D) Handrails or guardrails placed on top of retaining walls that extend above the maximum allowable height as defined in this section shall not be included in the height measurement so long as the rail feature is at least 75% transparent.

(3) In the LI-1, LI-2, and LI-3, retaining structures shall not be higher than seven feet.

c. The Administrator, in consultation with the public works director, may waive or reduce the wall separation distance, may increase the maximum allowed slope gradient between retaining structures, and may increase the allowed maximum height of a retaining structure if the applicant demonstrates the reduced separation distance and/or increased gradient and/or wall height is necessary to:

(1) Retain a greater number or diameter inches of significant trees; or

(2) Permit the installation of transportation improvements; or

(3) The alternative separation, slope gradient, or height is not detrimental to the public interest.

d. All retaining structures, four or more feet in height, that are visible from adjacent public rights-of-way or residential properties shall be constructed of or faced with brick, stone, split-face or fluted concrete block, textured poured-in-place concrete, or other materials with texture or screened with landscaping to reduce the apparent mass of the retaining structure.

16.04.070. Minimum Residential Densities and Commercial Requirements

A. No Net Loss of Units

Development of property in any zoning district may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses, which shall include but are not limited to: "dwelling, one family," "dwelling, multi-family," "dwelling unit, accessory." and "work/live unit."

B. General Requirements

New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within the CC-1 and CC-2 districts and 0.5 FAR in the T, T-3000, T-4000, and GR-H districts shall provide a minimum number of residential units as follows:

Table 16-14: Minimum Residential Densities

Zoning District	Minimum Residential Density Required			
CC-1 and CC-2	100% Residential Development: 5 units per Ketchum Townsite lot as originally platted			
	Mixed Use Development			
	≤ 30% Commercial: 4 units per Ketchum Townsite lot as originally platted	31-60% Commercial: 3 units per Ketchum Townsite lot as originally platted	61-80% Commercial: 2 units per Ketchum Townsite lot as originally platted	≥ 80% Commercial: No minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development: 7 / 10,000 sf of lot area			
	Mixed Use Development			
	≤ 30% Commercial: 4 / 10,000 sf lot area	31-60% Commercial: 3 / 10,000 sf lot area	61-80% Commercial: 2 / 10,000 sf lot area	≥ 80% Commercial: No minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000 sf of lot area			
T-4000	6 / 10,000 sf of lot area			
GR-H	6 / 10,000 sf of lot area			

C. Commercial Calculation

1. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in Table 16-7: *Table of Permitted Uses* under the categories of "Commercial" or "Public and Institutional".
2. Commercial area shall be calculated by dividing the net floor area of commercial square footage by the total net floor area for the project.

D. Minimum Commercial

Mixed-use developments in the CC-1, CC-2, and T (Leadville to 2nd Ave fronting River Street only) districts shall have a minimum of 40 percent of the gross floor area, as defined in §16.08.020, of the ground floor be commercial use(s).

16.04.080. Design Review

A. Purpose

The purpose of this section is to maintain and enhance appearance, character, beauty, and function of the city, to ensure that new development is complementary to the design of existing neighborhoods, and to protect and enhance the economic base of the City.

B. Applicability

1. Design Review

a. Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:
   (1) Nonresidential use.
   (2) Public or semipublic use.
   (3) Multi-family dwellings, including attached and detached townhomes.
   (4) Mixed use.
   (5) Any structure with an original construction date of 1940 or earlier.
   (6) Any encroachment of an underground building(s) or portions of buildings in a required setback.
   (7) Any building greater than 48 feet in height that contains a fourth or fifth floor in the CC districts.

b. Substantial alterations shall include major landscaping alterations that require significant changes to topography, drainage, plant materials and trees, or other landscaped elements on the site.

2. Administrative Design Review

The Administrator is authorized to approve the following, provided they do not conflict with the provisions and requirements of this section:

a. Additions under 1,200 square feet.

b. Changes to exterior finishes including, but not limited to:
   (1) Siding, paint, and materials;
   (2) The addition or removal of windows or doors;
   (3) The addition, removal, or expansion of decks and patios that are less than 30 inches above grade or, if greater than 30 inches above grade, that comply with applicable lot coverage requirements for the zoning district;

c. Minor modifications to projects that have received Design Review approval by the Planning and Zoning Commission for the duration of a valid Design Review approval.

d. Master Signage Plans pursuant to §16.07.040.A.

e. Minor modifications located in an overlay district.

f. Any encroachment of an underground building or portions of buildings in a required setback.

3. Exemptions

The following items are exempt from Design Review;

a. One-family dwellings, accessory structures, and accessory dwelling units not located within the Mountain Overlay District;

b. Buildings or structures not requiring a Building Permit;

c. Temporary structures;

d. Public art;

e. Demolition associated with an approved demolition permit;

f. Driveway, walkway, and/or landscaping alterations that do not significantly change existing topography or drainage, including the removal of dead or diseased vegetation as certified by an arborist, provided such work is not located in the special flood hazard area or riparian zone;

g. The installation of fences, hedges, or walls compliant with §16.04.060.D;

h. Maintenance and repair of exterior facades;

i. Reroofs;

j. The installation of exterior lighting compliant with §16.04.090; and

k. The ground level installation and screening of utilities not greater than five feet in height.

C. Improvements and Standards

1. Streets

a. The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.

b. All street designs shall be approved by the City Engineer.

2. Sidewalks

a. All projects under §16.04.080.B that qualify as a "substantial improvement" shall install sidewalks as required by the Streets and Facilities Department.

b. Sidewalk width shall conform to the City's right-of-way standards; however, the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.

c. Sidewalks may be waived if one of the following criteria is met:

(1) The project comprises an addition of less than 250 square feet of conditioned space.

(2) The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.

d. 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.

e. 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.

f. The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions shall be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a Certificate of Occupancy.

3. Drainage and Landscaping

All applications shall meet the standards set forth in §16.04.060.A, *Standards for All Development.*

4. Compatibility of Design

a. The project's materials, colors, and signing shall be complementary with the townscape, surrounding neighborhoods, and adjoining structures.

b. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one that gives historical and/or cultural importance to the neighborhood and/or community.

c. Additions to existing buildings, built prior to 1940, shall be complementary in design, and use similar material and finishes of the building being added to.

5. Architectural

a. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.

b. The building character shall be clearly defined by use of architectural features.

c. There shall be continuity of materials, colors and signing within the project.

d. Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building.

e. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.

f. Building(s) shall orient toward their primary street frontage.

g. Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.

h. Building design shall include weather protection that prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.

6. Circulation Design

a. Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.

b. Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.

c. Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian, and equestrian use. Consideration shall be given to adequate sight distances and proper signage.

d. Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.

e. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.

7. Public Amenities

Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Streets and Facilities Department prior to Design Review approval from the Planning and Zoning Commission.

8. Underground Encroachments

a. Encroachments of underground building(s) or portions of building(s) into required setbacks are subject §16.02.070.A.10 and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

b. No below grade structure shall be permitted to encroach into the riparian setback.

D. Community Core (CC) Projects

In addition to the requirements of §16.04.080.C, unless otherwise specified, the standards of this section apply to projects in the Community Core District. The purpose of this section is to ensure the addition of high quality architecture for new development, while maintaining the unique character of existing building stock found in the Community Core.

1. Streets

a. Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Streets and Facilities Department.

b. Street trees with a minimum caliper size of three inches, shall be placed in tree grates.

c. Due to site constraints, the requirements of this §16.04.080.D.1 may be modified by the Streets and Facilities Department.

2. Architectural

a. Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.

b. For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.

c. For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.

d. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.

e. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.

f. Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Streets and Facilities Department.

g. Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.

3. Service Areas and Mechanical/Electrical Equipment

a. Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.

b. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.

4. Landscaping

a. When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.

b. Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.

c. The City arborist shall approve all parking lot and replacement trees.

5. Surface Parking Lots

a. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.

b. Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.

c. Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.

16.04.090. Dark Skies

A. General Provisions

1. Title

This section, together with the amendments codified in this section, shall be known and may be cited as the "Ketchum Dark Sky Ordinance."

2. Purpose

The general purpose of this section is to protect and promote the public health, safety and welfare, the quality of life, and the ability to view the night sky by establishing regulations and a process of review for exterior lighting. This section establishes standards for exterior lighting in order to accomplish the following:

a. To protect against direct glare and excessive lighting;

b. To provide safe roadways for motorists, cyclists, and pedestrians;

c. To protect and reclaim the ability to view the night sky, and help preserve the quality of life and the tourist experience;

d. To prevent light trespass in all areas of the City;

e. To promote efficient and cost effective lighting;

f. To ensure that sufficient lighting can be provided where needed to promote safety and security;

g. To allow for flexibility in the style of lighting fixtures;

h. To provide lighting guidelines;

i. To provide assistance to property owners and occupants in bringing nonconforming lighting into conformance with this section; and

j. To work with other jurisdictions within Blaine County to meet the purposes of this section.

3. Scope

All exterior lighting installed after the Effective Date in any and all zoning districts in the city shall be in conformance with the requirements established by this section and any other applicable ordinances. All existing lighting installed prior to the Effective Date in any and all zoning districts in the city shall be addressed as follows:

a. All existing lighting located on a subject property that is part of an application for Design Review, Conditional Use Permit, subdivision permit, or Building Permit is required to be brought into conformance with this section. Conformity shall occur prior to issuance of a Certificate of Occupancy, final inspection or Final Plat recordation, when applicable. For other permits, the applicant shall have a maximum of 30 days from date of permit issuance to bring the lighting into conformance.

b. All existing exterior commercial lighting that is not in conformance with this section shall be brought into conformance with this section by June 30, 2018.

c. All existing exterior residential lighting, not affected by §16.04.090.A.3.a, that does not comply with this section is required to be brought into conformance with this section by June 30, 2019.

d. In the event of a discrepancy in applicable ordinances, the most restrictive shall apply.

B. Applicability

1. Authority

The Planning and Zoning Commission, the Building Official, and/or the Administrator shall have the authority to require new lighting and existing lighting pursuant to §16.04.090.A.3.a to meet the requirements of this section.

2. Lighting Plans Required

All applications for Design Review, Conditional Use Permit, subdivision and/or Building Permits shall include lighting plans showing location, type, height, color temperature, lumen output and amount of all proposed and existing fixtures. The applicant shall provide enough information to verify that lighting conforms to the provisions of this section. The Administrator, Planning and Zoning Commission, and Building Official shall have the authority to request additional information in order to achieve the purposes of this section.

C. Prohibited Lighting

1. Any light source that does not meet the requirements of this section.
2. Searchlights, beacons, laser source, and other high-intensity light fixtures.
3. Except as otherwise allowed by this Code, any lighting that is flashing, blinking, rotating, chasing, or rapidly changing in color or intensity is prohibited.

D. Lighting Standards

1. Color Temperature

All exterior lighting shall use light sources not to exceed 2,700 Kelvin.

2. Light Trespass and Overlighting

All existing and/or new exterior lighting shall protect adjacent properties from glare and excessive lighting. All vehicle lighting originating from a commercial property shall be shielded from other adjacent properties. Incidental light trespass (lighting emanating from turning motor vehicles or motion sensor lighting) is permitted.

a. All lighting emitting from any zoning lot shall not cause the light level along any property line, as measured at a height of 60 inches above grade in a plane at any angle of inclination, to exceed the limitations listed in Table 16-15 below.

Table 16-15: Maximum Light Trespass and Overlighting

District of Light Source	Impacted Zoning District	Maximum Footcandle Limits

Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	0.1 foot-candle
Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	0.5 foot-candle
Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	0.1 foot-candle
Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	Commercial districts (T, T-3000, T-4000, LI-1, LI-2, LI-3)	0.5 foot-candle
Community Core (CC)	Community Core (CC)	No limit

3. IESNA Guidelines

The Planning and Zoning Commission or Administrator may require any new lighting or existing lighting that comes before them meet the standards for maximum illuminance output as established by IESNA.

4. Nonessential Exterior Commercial and Residential Lighting

All nonessential exterior commercial and residential lighting shall be turned off after business hours and/or when not in use. Lights on a timer shall be used. Sensor activated lights shall be used to replace existing lighting that is desired for security purposes.

5. Area Lights

a. All area lights, including streetlights and parking area lighting, shall be level mounted and 85 degrees full cutoff type fixtures.

b. Residential streetlights shall be limited to 1,125 lumens, unless otherwise recommended by the Streets and Facilities Department.

c. Nonresidential streetlights shall be limited to 1,500 lumens, unless otherwise recommended by the Streets and Facilities Department.

d. Lights on major intersections on state highways shall be limited to 3,000 lumens, unless otherwise recommended by the Streets and Facilities Department.

e. Parking area lights are encouraged to be greater in number, lower in height and lower in light level, as opposed to fewer in number, higher in height and higher in light level. Parking lot lighting shall not exceed IESNA recommended illuminance (foot-candle) level and are encouraged to use the lowest range available.

f. All freestanding area lights within a residential zone, except streetlights, shall be mounted at a height equal to or less than the value 3 + (D/3), where D is the distance in feet to the nearest property boundary.

g. Freestanding luminaires shall be no higher than 25 feet above the stand/pole base; except, that luminaires used for playing fields shall be exempt from the height restriction, provided all other provisions of this section are met and the light is used only while the field is in use; and except, that streetlights used on major roads may exceed this standard if necessary as determined by the City Council, as advised by a lighting engineer. Building mounted luminaires shall be attached only to walls, and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater.

h. Area lights on a timer, sensor activated, or turned off at 10:30 p.m. are exempt from §16.04.090.D.2,*Light Trespass and Overlighting* provided all other standards of this section are met.

6. Uplighting

Uplighting is prohibited in all zoning districts, except where permitted in this section.

7. Lighting Fixtures

a. All exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded, except as exempted in this section. Examples of acceptable lighting fixtures are included below.

Figure 04-2: Full Cutoff Light Fixture Examples

b. The following figure and information sheets shall be incorporated into this section as guidelines for the public and the City for use in meeting the intent of this section. The figure and information sheets only serve as examples. The City does not endorse or discriminate against any manufacturer or company that may be shown, portrayed, or mentioned by the examples. Additional information is provided at the Planning and Building Department.

8. Lighting Fixture Exceptions and Additional Requirements

Table 16-16: Requirements by Lighting Type

Type of Lighting	Full Cutoff Light Fixture	Light Trespass Standards	Additional Requirements
Canopy lighting	Required	Not exempt	All canopy lighting shall be recessed sufficiently so as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property.
Flagpole lighting	Not required	Exempt	Upward flagpole lighting is permitted for governmental flags only. The maximum lumen output shall be 1,300 lumens. Flags are encouraged to be taken down at sunset to avoid the need for lighting.
Floodlights	Not required	Not exempt	Floodlights with external shielding shall be angled provided that no light escapes above a 25-degree angle measured from the vertical line from the center of the light extended to the ground. Floodlights shall not cause glare or light to shine directly on adjacent property or public rights-of-way. Shall be encouraged to be motion sensor activated.
Highway 75 lighting	Required	Exempt	Correlated color temperature 2,700 Kelvin.
Holiday lights	Not required	Exempt	Shall only be displayed from November 20th to March 20th. Exempt from color temperature requirements set forth in this section. All new holiday lighting shall be LED lighting, or bulb that has been demonstrated to be the most energy efficient technology available. Flashing holiday lighting is permitted. All private holiday lighting shall be turned off at the close of business hours in the CC district, and after 10:30 p.m. in all other zoning districts. Outdoor public lighting shall not be subject to holiday lighting curfew.
Natural gas fixture	Not required	Exempt	N/A
Neon lights	Not required	Not exempt	Neon lights are only permitted pursuant to Chapter 16.05, *Signs*.
Public lighting	Not required	Exempt	Shall be turned off after hours of operation or when not in use. When practically possible, motion sensors may be used.

			Public outdoor lighting is exempt from lighting curfews.
Sensor activated lighting	Required	Exempt	Shall be located so as to prevent lighting into adjacent properties or into a public right-of-way. Lighting shall activate only when motion on the property is detected and shall deactivate within no more than 5 minutes. Lighting shall not be triggered by any activity off the property or in the public right-of-way. The maximum lumen output shall be 600 lumens.
Temporary emergency lighting	Not Required	Exempt	Used by public safety services. Exempt from provisions of this section.
Temporary lighting	Required	Exempt	Lumens output shall be approved by the Administrator.

9. Additional Development Restrictions

Table 16-17: Requirements by Development Type

Development	Full Cutoff Light Fixture	Light Trespass Standards	Additional Requirements
Motor vehicle fueling stations and motor vehicle service stations	Required	Not exempt	The average foot-candle lighting level at the pump for new and existing service stations is required to be no greater than 30 foot-candle average, as set by the IESNA for urban service stations.
Towers for radio communication and navigation	Not required	Not exempt	All radio, communication and navigation towers that require lights shall have dual lighting capabilities. For daytime, the white strobe light may be used, and for nighttime, only red lights shall be used. Lighting that is required by legal jurisdictions are exempt from this provision.

E. Notification

The Planning and Building Department permits shall include a statement asking whether the subject property of the proposed work includes any exterior lighting.

Chapter 16.05 Signs

16.05.010. Purpose

Regulations addressing the number, location, size and placement of signs, symbols, markings, and other advertising devices are necessary and intended to maintain the attractiveness and orderliness of Ketchum, to protect the City's appearance, and to protect the public safety. As a historic mountain resort community with a significant tourist economy, the visual quality and character inherent in and around the city is enhanced by the application of sign regulations that produce a deliberate, clean appearance while providing flexibility and creativity of design.

16.05.020. Applicability

A. General

Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign, including, but not limited to, symbols, markings, and other advertising devices, without complying with the applicable terms and provisions of this section.

B. Sign Permit Required

Prior to erecting, constructing, placement, relocation, alteration, and/or modification of any permanent or temporary sign or banner, a Sign Permit shall be obtained from the City except as exempted below. Such application for Sign Permit shall be subject to standards, procedures, and other requirements of this section and §16.07.040, *Signs*.

C. Permit Exemptions

The following signs are exempt from permit requirements of this section but shall conform to specifications and definitions of §16.08.020 as noted:

1. Signs erected by a government or public agency in the public right-of-way, including, but not limited to, posting or display of an official notice by a public agency, advertising on public transit vehicles, and public utility signs for directional, warning or information purposes;
2. Signs and notices required by a public agency to be posted on private property according to local and state code;
3. Any sign inside a building not visible from the exterior of the building;
4. Signs affixed to the body or window of licensed, registered vehicles that are used for normal day to day operations of businesses except signs placed in or affixed to vehicles and/or trailers that are parked so as to be visible from a public right-of-way where the apparent purpose is to sell the vehicle, advertise a product, service or activity or direct people to a business or activity;
5. Merchandise displayed in windows;
6. Holiday decorations that are temporarily displayed on traditionally accepted, civic, patriotic, and/or religious holidays, provided such decorations are maintained in safe conditions, do not constitute a fire hazard, and that the decorations comply with §16.04.090, *Dark Skies*;
7. LED lighting may be used;

8. Incidental signs;
9. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building;
10. Interior signs, visible from the exterior of the building, not to exceed four square feet per sign;
11. One freestanding sign per lot, not to exceed four square feet, provided there are no other signs on the lot or structure.

D. Prohibited Signs

The following signs shall be prohibited in all zoning districts:

1. Signs located within any public street, right-of-way, or other public property, except as allowed in this Code.
2. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right-of-way, or other public property.
3. Any sign located so as to conflict with the clear visibility of public devices controlling public traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
4. Roof signs, except historic signs or replicas of historic signs as allowed in this Code.
5. Signs with a translucent plastic or other translucent material background that are internally lit or backlit.
6. Signs emitting sound.
7. Any inflatable object used for promotional or sign purposes.
8. LED lighting in conjunction with signage when the source is visible, except when used with holiday decorations.
9. Beacons.

16.05.030. General

The following shall apply to all signs proposed in all zoning districts:

A. Safety

1. All signs shall be structurally sound and maintained pursuant to all applicable provisions of the international building code edition currently adopted by the City.
2. Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

B. Computations

1. Sign Area

Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.

2. Sign Height for Freestanding and Sandwich Board/Portable Board Signs

The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

C. Street Frontage

1. Each street frontage with direct customer access is considered separately.
2. Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

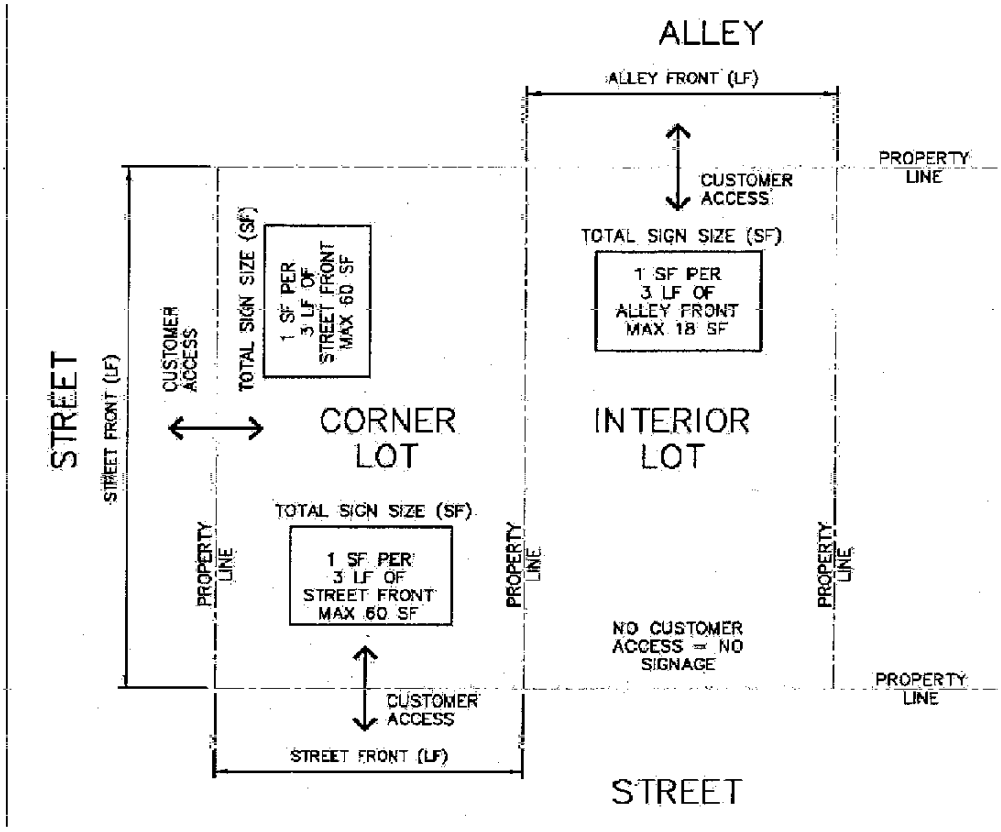


Figure 05-1: Sign Allowance by Street Frontage

D. Sign Lighting Regulations

The following shall apply to all signs proposed in all zoning districts:

1. External illumination of signs shall conform to §16.04.090, *Dark Skies* and be designed, located, shielded, and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.
2. Internal lighting shall conform to §16.04.090, *Dark Skies*.
3. Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be used inside the premises. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building.
4. LED lighting may be used provided the light source is recessed and not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.

E. Signs Overhanging Public Rights-Of-Way

All signs, awnings, and marquees allowed to overhang a public right-of-way shall be subject to building code compliance and shall require a Right-of-Way Encroachment Permit pursuant to §16.07.030.E.

16.05.040. Sign Specifications Matrix

The following categories of signs shall comply with the applicable specifications and shall be counted toward the total permissible signage.

Table 16-18: Sign Specifications Matrix

Sign Types	Maximum Area/Size [1]	Maximum Height	Setback/ Location	Maximum Number	Special Provisions
CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 Districts					
Awning	1 sf of signage for every 3 linear ft of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	1 ft or 80% of the height of the face or valance, whichever is less. A minimum of 8 ft of clearance to grade required for the lowest portion of the awning or marquee	Street fronting face of the awning	n/a	Shall be calculated as part of total signage allowed per business
Freestanding	For every 1 linear foot of principal building 0.5 sf of freestanding signage is allowed, not to exceed 20 sf per side	12 ft from highest point to adjacent grade	25 ft clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per building street frontage	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Historic/Landmark	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Shall not be calculated as part of total signage allowed per lot
Marquee	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, above the eaves line/fascia of any roof type or above the highest portion of the marquee	Street fronting face of the marquee	1 per building street frontage	Shall be calculated as part of total signage allowed per business
Projecting	Determined by height, clearance, and projection parameters	A minimum of 8 ft of clearance to grade required for the lowest	n/a	1 per storefront entrance	Shall not extend more than 4 ft from the building. The

		portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building			maximum profile or thickness shall not exceed 6 in
Sandwich board (see graphic in §16.08.020)	6 sf of signage area	3.5 ft from grade	Shall be located within the frontage of the subject property and proximate to the building entrance. A minimum of 5 ft shall be maintained for pedestrian travel	1 per business	No more than 2 sides per sandwich board sign. Shall not be counted toward the total size of permissible signage
Temporary [2]	30 sf	Shall not extend above the second story of the building the sign is displayed on and shall maintain at least 8 ft from grade to bottom of sign	Shall be located on private property and not encroach into the public ROW	No more than 2 allowed per business at any 1 time	Shall not be counted toward the total size of permissible signage. Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year
Wall [3] [4]	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	Each individual permitted commercial use is limited to 2 signs that are parallel to the street frontage with direct customer access.	Any building facade shall not have a wall sign more than 40% of the unbroken facade area.
Window	Shall not occupy more than 25% of the total area of a single window surface	n/a	n/a	n/a	Any sign located inside of a building within 3 ft of an exterior window shall be counted as a

					window sign. All video displays visible from an exterior window are prohibited. Window signs are not included in the total allowed signage
AF, RU, and Residential Districts					
Freestanding	18 sf	5 ft from highest point to adjacent grade	25 ft clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total signable area for the entire development	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Wall	6 sf	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total signable area	Any building facade shall not have a wall sign more than 40% of the unbroken facade area

Notes:
[1] Sign area for historic sign replicas and landmark signs shall not count toward total signage limitations.
[2] For single-season businesses, one temporary sign or banner sign shall be allowed in addition to signage allowed for the building in which it is located, provided it does not exceed 18 square feet, is located on private property, and is displayed only during the season of operation.
[3] Wall signs may be mounted or painted on the gable wall as long as the top of the sign does not extend above the eaves line.
[4] Where buildings have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet. Each individual permitted commercial use is allowed one sign parallel to the alley frontage with direct customer access and one sign that is perpendicular to the alley with direct customer access.

16.05.050. Existing Conforming, Nonconforming, Illegal and Allowable Signs

A. Existing Conforming Signs

Existing conforming signs with a valid Sign Permit on file with the City may be replaced in its exact form (same graphics, symbols or copy, color, material, size, etc.) or relocated, as is, by amending the existing Sign Permit, without paying an additional application fee and shall not be subject to the provisions of this section.

B. Legally Nonconforming Signs

Any sign conforming to the prior sign regulations that is not in conformance with this section:

1. May not be replaced, except with an approved permit for new conforming sign;
2. May not be changed in text or logo (except changeable copy signs);
3. May not be expanded, moved, or relocated; and
4. Shall be removed if there is a change in occupancy on the premises.

C. Illegal Signs

Any sign that did not comply with sign regulations in existence at the time the sign was erected is an illegal sign and shall be removed on or before November 16, 2016.

D. Allowable Sign Types

Sign types not specifically allowable as set forth within this section are prohibited.

16.05.060. Violations and Enforcement

A. Violations

A violation of this section shall be an infraction punishable by a fine of not more than $300.00, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Each day the violation is not satisfied shall be considered a separate offense.

B. Responsibility for Good Repair

It shall be the responsibility of the business and/or property owner to keep signs in a good state of repair at all times. Nonconforming signs may be repaired and maintained provided the repairs are for the sole purpose of maintaining the sign to its original condition and does not increase the degree of nonconformity.

C. Unsafe Signs

Any sign that has been determined to be unsafe by the Building Official and/or the Planning and Building Department or that has been constructed, erected, or maintained in violation of this section, shall be repaired, made safe, made in conformance with this section, or removed within ten working days after receipt of certified notice from the City. Failure to respond to remedy the violation is unlawful and the business and/or property owner will be guilty of a misdemeanor. The City reserves the right to remove and seize any sign should it not be in conformance with this section after the final certified notice date.

Chapter 16.06 Subdivision

16.06.010. Purpose

The purpose of this chapter is to protect and promote the public health, safety, convenience, and welfare by establishing regulations and a process of review for all proposed subdivisions of land, townhouses, condominiums, and lot line shifts. This chapter establishes standards for land subdivision in order to accomplish the following:

A. To promote orderly and integrated development of land;

B. To provide safe, adequate, and efficient pedestrian and vehicular traffic systems and circulations;

C. To provide adequate all-weather ingress and egress to subdivisions and lots;

D. To prevent unplanned development and congestion on streets and highways;

E. To provide for adequate air, light, solar access, privacy, and open space;

F. To provide for adequate fire protection;

G. To prevent inadequate or inappropriate provision of water, sewer, streets, pedestrian easements, and public expenditures to provide and maintain such improvements;

H. To protect and conserve wildlife, streams, natural topography, and other desirable natural features by providing for maximum retention of natural topographic features and qualities such as, but not limited to, skyline and ridge tops, knoll ridges, established trees and shrub masses, topsoil, streambeds and banks, drainage swales, and preventing damage to the natural environment or scenic beauty;

I. To safeguard and enhance the character, appearance, and economic stability of the community;

J. To provide adequate and uniform monumenting of land subdivisions and promote accurate legal descriptions;

K. To protect the economic base of the community, including property values;

L. To provide access to public lands and waters;

M. To ensure the provision and construction of adequate improvements including, but not limited to, water, sewer, and other utilities, streets, bridges, drainage, street lighting and easements;

N. To encourage and promote energy conservation and alternative energy sources as well as other advanced building technology; and

O. To ensure conformance of proposed subdivisions with the above stated purposes and to ensure design and construction of improvements in conformance with the standards and purposes of this chapter and all other municipal ordinances relating to this chapter, including subsequent amendments.

16.06.020. Jurisdiction

The regulations and procedures set forth in this chapter shall apply to every subdivision of land, townhouse and condominium development, and lot line shifts within the corporate limits of the City and all jurisdictional areas of the City presently existing or adopted after the Effective Date.

16.06.030. Scope

A. The regulations and procedures contained in this chapter shall be complied with prior to any of the following:
   1. Division of a parcel of land into two or more tracts, lots, or parcels for transfer of ownership, building development, leasing, or encumbering with mortgage or deed of trust.
   2. The establishment of a "condominium," "townhouse," or "Planned Unit Development," as defined in §16.08.020.
   3. Addition to, or creation of a cemetery.
   4. The change or modification of boundary lines whether or not any additional lot(s) is created.
   5. Any alteration, modification, change, addition to or deletion from any plat of record, and including boundary shifts and/or removal of lot lines between existing platted or unplatted lots or parcels of land.

B. No owner, or agent of the owner, shall transfer, sell, encumber by mortgage or deed of trust, or offer to sell any portion of an unsubdivided parcel of real property before a Final Plat has been approved by the City Council and filed with the office of the Blaine County Recorder as required by law.

C. The subdivision of any lot or of any parcel of land by the use of a metes and bounds description for the purpose of sale, transfer, encumbrance by mortgage or deed of trust, or lease shall not be permitted without the filing of a Final Plat as required in this Chapter 16.04. All such divisions of land shall not be recognized by the City nor shall Building Permits be issued for any improvements until such subdivisions have received Final Plat approval and met all requirements of Chapter 16.04.

16.06.040. Exceptions

These regulations shall not apply to the following:

A. The subdivision of land into parcels of ten acres or more solely for agricultural use that does not create a new street nor widen an existing street and upon which no residential building shall be constructed.

B. The unwilling sale of land by legal condemnation.

C. The enlargement of municipal streets, facilities, and easements.

D. The acquisition of collector or arterial street rights-of-way by any public agency in conformance with the comprehensive plan.

16.06.050. Development and Design

The standards of this section shall not apply to development of any new condominium or townhouse project on previously platted land.

A. Lot Requirements

1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.

2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use.
3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line.
4. Double frontage lots shall not be created.
5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width. Easement shall be recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.

B. Building Envelopes

1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s):
   a. In whole or in part, within the floodplain;
   b. That contain land with a slope in excess of 25 percent, based upon natural contours; or
   c. Create corner lots at the intersection of two or more streets.
2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure.
3. Building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.
4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following:
   a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met.
   b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.

C. Block Requirements

The length, width, and shape of blocks within a proposed subdivision shall conform to the following requirements:

1. No block shall be longer than 1,200 feet, nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots.
2. Blocks shall be laid out in such a manner as to comply with the lot requirements.

3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses, and topographical features.
4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets.

D. Street Improvement Requirements

1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, *Access, Connectivity, and Circulation*, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features;
4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
6. In general, partial dedications shall not be permitted, however, the City Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated;
7. Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two lots, a temporary turnaround easement shall be provided, and the easement shall revert to the adjacent lots when the street is extended;
8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for arterial and collector streets, and 125 feet for minor streets;
9. Streets with centerline offsets of less than 125 feet shall be prohibited;
10. A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets;
11. Proposed streets that are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all

street names within the proposed subdivision from the County Assessor's Office before submitting same to City Council for Preliminary Plat approval;

12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
14. In general, the centerline of a street shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement;
16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2, and §16.04.020, *Access, Connectivity, and Circulation*;
17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city;
18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic that will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be pursuant to adopted standard specifications;
19. Sidewalks, curbs, and gutters shall be a required improvement installed by the subdivider in compliance with adopted City standards; and
20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.

E. Alley Improvement Requirements

1. Alleys shall be provided in Mixed-Use districts.
2. The width of an alley shall be not less than 20 feet.
3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement.
4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties.
5. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.

F. Required Easements

Easements, as set forth in this section, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
3. All subdivisions that border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.
4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.

G. Sanitary Sewage Disposal Improvements

1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum Sewage Treatment System as a required improvement by the subdivider.
2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to Final Plat approval.
3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal pursuant to the requirements of the Idaho Department of Health and Welfare and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements that it deems necessary to protect public health, safety, and welfare.

H. Water System Improvements

1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement.
2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction.
3. The central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted.
4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.

I. Planting Strip Improvements

1. Planting strips shall be required improvements to screen the view of incompatible features for the following:
   a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off-street parking areas; and
   b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.
2. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the Final Plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
4. The subdivider shall submit a landscaping plan for such planting strip with the Preliminary Plat application.

J. Cuts, Fills, and Grading Improvements

1. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
2. Areas within a subdivision that are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such

revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).
6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
7. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within 12 feet horizontally of the top and existing or planned cut slope.
8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

K. Drainage Improvements

1. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and Final Plat.
2. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity.
3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.
4. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.

L. Utilities

In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.

M. Off-site Improvements

Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.

N. Avalanche and Mountain Overlay

All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.

O. Natural Feature Preservation

1. Existing natural features that enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.

P. Additional Criteria for Subdivision in Floodplain Overlay District

1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.
2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, *FP: Floodplain Overlay District*;
3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter.
4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event;
6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho;
7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and
8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.

16.06.060. Condominiums

A. Purpose

The purpose of this section is to set forth special provisions for property created or converted pursuant to the Condominium Property Act, Idaho Code title 55, chapter 15, as amended, revised, or compiled. The provisions of this section are found necessary in order to provide for the public health, safety, and welfare of purchasers and residents of such condominiums.

B. Preliminary Plat and Final Plat Required

Condominium projects shall obtain a Minor Subdivision approval pursuant to §16.07.080.B.

C. Standards

1. 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.

16.06.070. Townhouses

A. Purpose

The purpose of this section is to set forth provisions for real property subdivided into townhouse sublots, such provisions found necessary in order to provide for the public health, safety and welfare of purchasers and residents of such townhouse developments.

B. Preliminary Plat, Final Plat, and Design Review Required

Townhouse developments shall obtain a Minor Subdivision approval pursuant to §16.07.080.B.

C. Standards

1. All townhouse developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots.
2. All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

16.06.080. Mobile Home Subdivisions

A. General

Mobile home subdivisions shall be treated the same as any residential subdivision subject to the requirements set forth in the zoning ordinance, building code, and any other statute, ordinance, or regulations of any governmental entity having jurisdiction.

B. Requirements

Mobile home subdivisions shall be subject to the following requirements:

1. Such subdivisions may be submitted and reviewed as a Planned Unit Development as set forth in §16.02.050.
2. Such subdivisions shall be screened from adjacent areas other than subdivisions of the same type by an aesthetically acceptable fence and/or planting strip.
3. Adequate provision shall be made for the maintenance of the subdivision.
4. Side lot lines shall be within 30 degrees of right angle or radial line to the street line.

16.06.090. Impact Statement

A. Impact Statement Required

The subdivider proposing a subdivision of more than ten lots or condominium units, or townhouses, or a Planned Unit Development may be required by the Administrator to prepare an impact statement prior to approval of a Preliminary Plat. The statement shall discuss the potential effects of the proposed development upon the City in terms of impact upon economics, public facilities, or environment as set forth in this section.

B. Additional Requirements

The impact statement shall contain at minimum those materials listed in the Administrative Manual. In addition, the Administrator may reasonably require the impact statement to be extended to include other factors and criteria not listed in the Manual due to unusual characteristics of the land or character of the proposed development or improvements. Furthermore, the subdivider may be required to provide additional information and studies regarding any of the factors or criteria required in the impact statement.

C. Contiguous or Adjacent Property

When an owner or subdivider owns or controls contiguous or adjacent land to that which they propose to subdivide under the terms of this chapter, the Administrator may require that the contiguous or adjacent property be included in the subdivision or that a Development Plan for the entire tract be presented. Furthermore, the Commission or Council may require that the entire parcel or parcels of land be platted.

16.06.100. Area of City Impact

A. Findings and Purpose

It is found and declared that:

1. Idaho Code section 67-6526 provides a negotiation process by which jurisdictions shall adopt, by ordinance, a map identifying an area of City impact within the unincorporated area of the county and a separate ordinance providing for application of plans and ordinances for the area of City impact.
2. The cities of Ketchum and Sun Valley share a common boundary and, therefore, have potentially overlapping areas of City impact within the unincorporated area of Blaine County. The cities have mutually agreed upon a line of demarcation between the areas of impact of

the cities as evidenced by the memorandum of agreement between the cities of Ketchum and Sun Valley, dated May 27, 1994, and as amended on November 1, 1994. Copies of the memorandum of agreement and subsequent amendments are located in the Planning and Building Department.

B. Ketchum Area of City Impact Boundary

1. The Ketchum area of City impact is the area designated on the Ketchum zoning map.
2. In case property under single ownership is divided by the boundary line of Ketchum's area of City impact, if such line divides such property so that one or both parts has a depth of 300 feet or less, such part shall be included in the jurisdiction within which the remainder and larger portion of the property is located.

C. Geographic Description of Four Areas in Area of City Impact

The Area of City Impact shall include all of those areas within the city so designated by the Ketchum zoning map.

D. Annexation, Area of Impact

1. Annexation by the City shall be limited to those lands lying within its area of City impact. If the City wishes to annex lands outside of its area of City impact, it shall renegotiate its area of City impact boundary with Blaine County (and the City of Sun Valley if applicable).
2. Upon annexation of any portion of the area of City impact into the City of Ketchum, the provisions of this chapter shall no longer apply to such annexed portion.

E. Applicable Plan Policies and Ordinances

1. Comprehensive Plan

a. The Comprehensive Plan, Resolution 14-006, as amended, shall apply within Ketchum's area of City impact, area III, and the Sun Valley Company River Run property in area IV.

b. The Blaine County Comprehensive Plan shall apply within Ketchum's area of City impact, areas I, II and IV, excluding the Sun Valley Company River Run property.

2. Subdivision Plats

a. All subdivision plat applications including Planned Unit Developments situated within Ketchum's area of City impact shall be submitted and receive approval from both the City and Blaine County as provided in Idaho Code section 50-1306, excluding area III and the Sun Valley Company River Run property in area IV.

(1) The City's subdivision rules and regulations shall prevail, with the exception that the more restrictive Blaine County environmental regulations, floodplain, and hillside, contained in the Blaine County zoning ordinance shall prevail except in area III and the Sun Valley Company River Run property in area IV.

(2) Lot line shifts and minor modifications to plats, as defined herein, are exempt from the provisions of this section. "Lot line shifts" means a change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of such lot below the minimum zoning requirements and that does not create

additional lots or dwelling units. "Lot line shifts" includes other minor changes to a subdivision, condominium or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

b. Replats and amendments to plats defined in §16.06.100.E.2.a(2) shall be required to submit an application and receive approval from Blaine County only.

3. Zoning

a. The Blaine County zoning ordinance and zoning designations shall apply to area I, area II, and area IV, excluding the Sun Valley Company River Run property.

b. This Code shall apply to area III and the Sun Valley Company River Run property in area IV.

(1) Area III shall be designated general residential-low density (GR-L) zoning.

(2) Area IV, the Sun Valley Company River Run property only, shall be designated tourist (T) zoning.

(3) Any parcels or portions of parcels within area III and area IV, the Sun Valley Company River Run property only, that are designated floodplain by an adopted FEMA map, shall be subject to FP overlay district rules and regulations contained in Ketchum zoning ordinance 208. A copy of all floodplain applications, supporting documents and required documentation including, but not limited to, elevation certificates shall be sent to Blaine County Planning Department.

F. Processing of Land Use Applications in Ketchum's Area of City Impact

1. Within areas I, II, and IV, excepting the Sun Valley Company River Run property, the Blaine County Planning Department shall send to Planning and Building Department copies of all county applications for rezones no later than 15 days prior to any county public hearing on such application. The City shall make any recommendations to Blaine County in writing and shall cite the Comprehensive Plan policies, goals, objectives, provisions, or other documentation supporting such recommendation. Such recommendation shall be received by Blaine County prior to or at such public hearing. Input from the City shall not be binding or controlling on the County but shall be treated as documentary evidence. All applications, permits, and fees shall be submitted and processed by Blaine County only.

2. Within area III and the Sun Valley Company River Run property in area IV, the Planning and Building Department shall send to the Blaine County Planning Department copies of all City application(s) no later than 15 days prior to any City public hearing on such application(s). Blaine County shall make any recommendations to the City in writing and shall cite the Comprehensive Plan policies, goals, objectives, provisions, or other documentation supporting such recommendation. Such input from Blaine County shall not be binding or controlling on the City but shall be treated as documentary evidence.

a. Existing Blaine County applications and permits shall remain in and be the sole responsibility of Blaine County.

b. Any and all proposed changes/alterations to existing Blaine County permits shall be submitted to and processed by the City. Once any change to an existing permit is

requested by the applicant, all City processes, rules, regulations, and fees shall apply. At such time, the original files and such request shall be transferred from Blaine County to the City, and such permits shall become the sole responsibility of the City.

c. All new permits, applications, and applicable fees shall be submitted to and processed by the City. Such permits shall be the sole responsibility of the City.

d. The City shall provide written notice to Blaine County regarding all applications being processed by providing copies of such applications to the Blaine County Planning Department.

G. Amendment of Plan Policies and Ordinances

All applications for County and City amendments to their respective comprehensive plans and implementing ordinances that apply within Ketchum's area of City impact shall be sent by the entity considering such amendment to the other entity according to the following referral process:

1. Amendment of City Comprehensive Plan and Ordinances

a. Notice of all proposed amendments to the Comprehensive Plan, subdivision ordinance, and zoning ordinance shall be forwarded to the Blaine County Planning Department by the Planning and Building Department at least 15 days prior to any public hearing on such proposed amendment(s), when such amendment(s) is before the Planning and Zoning Commission and City Council. The Blaine County Planning Department shall determine whether or not such amendment is in conflict with either the Blaine County Comprehensive Plan or Blaine County zoning ordinance. The Blaine County Planning Department shall notify the City of such determination in writing prior to or at such public hearing. Input from the county shall not be binding or controlling on the City but shall be treated as documentary evidence.

b. The Planning and Building Department shall notify Blaine County Planning Department, in writing, of the City's action on such amendment(s) within 15 days following a final decision, along with notice as to when the amendment will take effect in the city. Within 30 days after the receipt of the amendment, the Board of County Commissioners or their designee shall determine if the amendment(s) has any effect on the area of City impact ordinance. If the determination is that the amendment(s) has no effect, then the Blaine County Planning Department shall, within 15 days, forward a written copy of the determination to the Planning and Building Department. If the determination is that the amendment(s) does effect the area of City impact ordinance, then the Board of County Commissioners shall either protest the amendment(s) and request renegotiation of the area of City impact ordinance, or if necessary, shall direct the Blaine County Planning and Zoning Commission to schedule the amendment(s) for public hearing as an amendment to the area of City impact ordinance.

2. Amendment of County Comprehensive Plan, Subdivision Ordinance, or Zoning Ordinance

a. Notice of all proposed amendments to the County comprehensive plan, subdivision ordinance, or zoning ordinance shall be forwarded to the Administrator at least 15 days prior to any public hearing on such proposed amendment(s). The Planning and Building Department shall determine whether or not such amendment(s) is in conflict with one

or more of the goals, objectives, policies, or provisions of the Comprehensive Plan, subdivision ordinance, or this Code. The Planning and Building Department shall notify the Blaine County Planning Department of such determination in writing prior to or at such public hearing. Such input from the City shall not be binding or controlling on the County but shall be treated as documentary evidence.

b. The Blaine County Planning Department shall notify the Planning and Building Department, in writing, of the county's action on such amendment(s) within 15 days following a final decision along with notice as to when the amendment(s) shall take effect in the county. Within 30 days after receipt of the amendment(s), the City Council or their designee shall determine if the amendment(s) has any effect on the area of City impact ordinance. If the determination is that the amendment(s) has no affect, then the Planning and Building Department shall, within 15 days, forward a written copy of the determination to the Blaine County Planning Department. If the determination is that the amendment(s) does affect the area of City impact ordinance, then the Council shall either protest the amendment(s) and request renegotiation of the area of City impact ordinance, or if necessary, shall direct the Planning and Zoning Commission to schedule the amendment(s) for public hearing as an amendment to the area of City impact ordinance.

H. Renegotiation

1. Pursuant to Idaho Code section 67-6526(d), the City Council or the Board of County Commissioners may request, in writing, to renegotiate any provision of this chapter at any time. Within 30 days of receipt of such written requests by each party, a meeting between the two jurisdictions shall occur.
2. While renegotiation is occurring, the provisions of this chapter shall remain in effect until it is amended or a substitute ordinance is adopted by the City and Blaine County pursuant to the notice and hearing procedures provided in Idaho Code or until a declaratory judgment from the district court is final; provided, however, that this chapter or stipulated portions shall be of no further force and effect if both jurisdictions so agree by mutually adopted resolution.

Chapter 16.07 Administration and Procedures

16.07.010. Summary Table of Review Procedures

Table 16-19: Summary Table of Review Procedures
R = Review and Recommendation D = Decision A = Appeal ✓ = Required
HPC = Historic Preservation Commission

		Public Notice			Review & Decision-Making Bodies			
	Section	Mailed	Published	Posted	Staff	HPC	P&Z Commission	City Council
Development Permits								
Conditional Use Permit	16.07.030.A	✓	✓	✓	R		D	A
Conditional Use Permit, Planned Unit Development	16.07.030.B	✓	✓	✓	R		R	D
Design Review								
Preapplication	16.07.030.C.1	✓	✓	✓	R		R	
Administrative	16.07.030.C.2	✓	✓	✓	D		A	
Public Hearing	16.07.030.C.2	✓	✓	✓	R		D	A
Dig Permit	16.07.030.D				D			A
Right-of-Way Encroachment Permit	16.07.030.E				R			D
Temporary Use of Right-of-Way Permit	16.07.030.F				D			A
Variance	16.07.030.G	✓	✓	✓	R		D	A
Wireless Communication Facility Permit								
Administrative	16.07.030.H.3				D			
Public Hearing	16.07.030.H.3	✓	✓	✓	R		D	A
Signs								
Master Signage Plan, Administrative	16.07.040.A				D		A	
Sign Permit								
General	16.07.040.B				D		A	
Historic/Landmark	16.07.040.B				R	D		
Floodplain Permits and Procedures								
Emergency Riparian Alteration	16.07.050.B				D		A	

		Public Notice			Review & Decision-Making Bodies			
	Section	Mailed	Published	Posted	Staff	HPC	P&Z Commission	City Council
Emergency Stream Bank Stabilization	16.07.050.C				D		A	
Floodplain Development Permit								
Administrative	16.07.050.D	✓			D		A	
P&Z	16.07.050.D	✓	✓	✓	R		D	A
Minor Riparian Alteration Permit	16.07.050.E	✓			D		A	
Temporary Flood Barrier	16.07.050.F				D		A	
Floodplain Development Variance	16.07.050.G	✓	✓	✓	R		D	A
Historic Preservation								
Alteration to Historic Structure	16.07.060.D	✓	✓	✓	R	D		
Demolition of Historic Structure	16.07.060.E	✓	✓	✓	R	D		A
Designation of Historic Building/Site	16.07.060.F	✓	✓	✓	R	R		D
Ordinance Amendments								
Annexation	16.06.100	✓	✓	✓	R		R	D
Code Amendment	16.07.070.A	✓	✓	✓	R	R [1]	R	D
Comprehensive Plan Amendment	16.07.070.B	✓	✓	✓	R	R [1]	R	D
Zoning Map Amendment (Rezoning)	16.07.070.C	✓	✓	✓	R		R	D
Subdivision Procedures								
Major Subdivision								
Preliminary Plat	16.07.080.A.1	✓	✓	✓	R		R	D
Final Plat	16.07.080.A.2	✓			D		A	
Minor Subdivision	16.07.080.B	✓	✓	✓	R		R	D
Plat Amendment	16.07.080.C	✓			R			D
Subdivision Exception	16.07.080.D	✓	✓	✓	R		R	D
Vacation or Dedication	16.07.080.E	✓	✓	✓	R		R	D

Notes:
[1] If the proposed amendment is related to historic preservation.

16.07.020. Common Review Procedures

A. Staff Meeting

1. Purpose

The staff meeting provides an opportunity for applicants to meet with staff to review and discuss applicable submittal requirements, review procedures, and to identify any issues associated with the proposed development.

2. Applicability

a. A staff meeting is required prior to application submittal for the following application types:
   (1) Conditional Use Permit;
   (2) Conditional Use Permit for Planned Unit Development;
   (3) Preapplication Design Review;
   (4) Design Review requiring a public hearing;
   (5) Wireless Communications Facility Permit;
   (6) Floodplain Development Permit;
   (7) Floodplain Development Variance;
   (8) Alteration to Historic Structure
   (9) Code Amendment;
   (10) Comprehensive Plan Amendment
   (11) Zoning Map Amendment;
   (12) Preliminary Plat;
   (13) Minor Subdivision; and
   (14) Variance.

b. The Administrator may waive the staff meeting requirement for applications where the projected size, complexity, or anticipated impacts do not warrant the need for a staff meeting.

3. Procedure

a. The applicant shall submit a request for a staff meeting to the Administrator.

b. The Administrator shall schedule staff meetings and notify appropriate staff and the applicant of the time and location of the conference.

c. A minimum of one week prior to the scheduled staff meeting, the applicant shall submit the following materials at a minimum:
   (1) A written description of the proposed project;
   (2) Conceptual drawings showing the location, layout, and primary elements of the proposal;
   (3) Uses that are proposed, and the location of proposed uses, structures, and public improvements;

(4) Whether any Variance or other request for flexibility related to the proposed project is anticipated.

(5) A list of specific questions for City staff or topics of discussion the applicant is seeking feedback on.

d. The topics of discussion may include, but shall not be limited to:

(1) Characteristics of the site and surrounding area (e.g., significant natural and manmade features; natural hazards, resources, or other special considerations of the site; services and accessibility of the site; surrounding development and land use; and existing zoning);

(2) The nature of the development proposed (e.g., proposed land use, coverages, and densities; the placement of proposed buildings and other improvements; the location, type, and method of maintenance of common open space or treatment of public use areas; the preservation of natural features; proposed parking areas and internal circulation system, including easements; types of water and sewage treatment systems proposed); and

(3) Applicable regulations, review procedures, and submission requirements.

e. City staff attending the staff meeting shall identify concerns or factors the applicant should consider related to the scope, features, and potential impacts of the project as they relate to this Code, adopted building code, engineering standards, public safety, or other policies or regulations enforced by the City and/or other public entities. City staff shall also indicate to the extent possible what approval procedures are required for the proposed project, the anticipated procedural timeline, and if applications associated with such procedures may be processed concurrently.

f. Discussions that occur and information that is conveyed at a staff meeting are preliminary and advisory and shall not be binding upon the meeting participants. Discussion of potential conditions to mitigate impacts do not reflect actions by the decision-making body until and unless a decision-making body takes formal action to attach that condition to a development approval.

g. Applicants shall submit the associated development application within 12 months of the staff meeting.

B. Preapplication Neighborhood Meeting

1. Purpose

The purpose of an applicant-facilitated neighborhood meeting is to provide an opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the applicant intends to meet the standards contained in this Code, and to receive public comment and encourage dialogue early in the review process. No decision regarding the application will be made at the neighborhood meeting.

2. Applicability

A neighborhood meeting is required for Conditional Use Permits, Planned Unit Development Conditional Use Permits, Preapplication Design Review applications where the Preapplication

Design Review is required, and Design Review applications that require a public hearing. For developments requiring both a Preapplication Design Review and Design Review, only one neighborhood meeting prior to the Preapplication Design Review public hearing is required. Neighborhood meetings shall be conducted prior to the first public hearing. A neighborhood meeting is recommended for voluntary Preapplication Design Review applications and Alterations to Historic Structures. The Administrator may waive the applicant-facilitated neighborhood meeting requirement for applications where the projected size, complexity, or anticipated impacts do not warrant the need for a neighborhood meeting.

3. Procedure

a. Notice of Neighborhood Meeting

An applicant holding a neighborhood meeting shall provide mailed notice of the meeting in the same manner that would be required for public hearings on the application pursuant to the common development review procedures. Additional notice is encouraged through alternative methods such as email, social media, and published newsletters.

b. Attendance at Neighborhood Meeting

The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. The meeting shall be held at a reasonable date and time prior to submittal of the subject development application. The meeting shall be held within the city limits, preferably within the vicinity of the development proposal. Attendance at the meeting by City staff is not required and will be determined by the Administrator.

c. Summary of Neighborhood Meeting

The applicant shall submit a written affidavit of the neighborhood meeting, on a form provided by the city, with the application submittal. The written summary shall be included in the staff report provided to the decision-making body. The following information shall be included in the meeting summary, at a minimum: date, time, and location of the meeting and a copy of the meeting sign-in sheet..

C. Application Submittal and Processing

1. Authority to Submit Application

a. Unless expressly stated otherwise in this Code, a development application shall be submitted by:

(1) The owner, contract purchaser, or any other person having a recognized property interest in the land on which development is proposed; or

(2) A person authorized to submit the application on behalf of the owner, contract purchaser, or other person having a recognized property interest in the land, as evidenced by a letter or document signed by the owner, contract purchaser, or other person.

b. If there are multiple owners, contract purchasers, or other persons authorized to submit the application, all such persons shall sign the application or a letter or document consenting to the application.

c. When a preapplication staff meeting is required, application submission will not be accepted until the preapplication staff meeting is complete.

2. Application Content

a. The application shall be submitted to the Administrator on a prescribed form established by the City and available on the City's website. The applicant bears the burden of demonstrating compliance with application requirements.

b. Application forms, fee schedules, and other materials related to and necessary for the administration of this Code are located on the City's website.

3. Determination of Application Completeness

The Administrator shall determine whether the application is complete or incomplete and provide written notification of such determination to the applicant. A complete application shall include full payment of all fees required according to the type of application on the City's fee schedule and shall be processed according to the procedures in this chapter. An incomplete application shall not be processed or reviewed. Any deficiencies noted by the Administrator shall be addressed by the applicant prior to resubmitting the application.

4. Abandoned Applications

If an application has not been resubmitted to address staff-noted deficiencies within six months, the application shall be deemed abandoned. Abandoned applications shall require a new preapplication staff meeting, if applicable.

5. Resubmittal of a Previously Denied Application

If a final decision results in the denial of a development application, an applicant wishing to resubmit the same plan for approval:

a. May not submit the same development application, or one substantially the same as determined by the Administrator, for a period of 12 months from the date of the most recent ruling of denial; or

b. May submit a revised application that adequately addresses all the stated reasons for denial. The Administrator shall determine whether:

(1) A new submittal adequately addresses all the stated reasons for denial and can proceed with a submittal; or,

(2) A new submittal is sufficiently altered from the project denied that it qualifies as a new application for a different project.

In either scenario, such application shall be treated as a new application for purposes of review and scheduling.

6. Dormant Applications

a. If, at any point in a development application review process, the Administrator has notified the applicant that additional or corrected materials are required, and the applicant has not submitted those materials within three months after the date of such notification, the application will be considered withdrawn. The Administrator may extend the three-month period if requested by the applicant prior to its expiration and

upon the applicant's demonstrating good cause for the additional delay. The Administrator may grant no more than two extensions.

b. Any re-submittal of the application after the three-month deadline will be treated as a new application for purposes of payment of application fees, review, scheduling, public notice, and hearings.

D. Review and Action: Administrative Approvals

If an application is subject to a final decision by the Administrator, the following procedure shall apply:

1. Referral to Staff and Review Agencies

The Administrator shall distribute the complete application to appropriate staff and review agencies. The departments and agencies to which applications may be referred include all City departments, commissions of other governing bodies having joint jurisdiction, utility companies, soil conservation district, and such other departments or agencies as the Administrator deems necessary.

2. Staff Review and Application Revisions

Staff shall review the application and shall consult with applicable City departments and other participating review agencies. Staff shall submit recommendations and comments to the applicant in a form established by the Administrator. Subsequent reviews of the application will not be completed until the Administrator determines that the applicant has adequately responded to the recommendations and comments, or the applicant requests that the application move forward without responding to the City's recommendations and comments.

3. Third-Party Review

In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. The City Council or the Planning and Zoning Commission shall require such technical review to be paid for by the applicant. The selection of the third-party expert shall be at the City's discretion. Based on the results of the third-party review, the City may require changes to the application that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:

a. The accuracy and completeness of submissions;

b. The applicability of analysis techniques and methodologies;

c. The validity of conclusions reached; and

d. Any specific technical issues designated by the City.

4. Decision

The Administrator shall make a decision based on the review standards applicable to the application type. The decision shall be in writing and shall clearly state reasons for a denial, approval, or approval with conditions.

E. Review and Action: Public Hearing Approvals

If an application is subject to one or more public hearings and a final decision by the City Council or the Planning and Zoning Commission, the following procedure shall apply:

1. Referral to Staff and Review Agencies

The Administrator shall distribute the complete application to appropriate staff and review agencies. The departments and agencies to which applications may be referred include all City departments, commissions of other governing bodies having joint jurisdiction, utility companies, soil conservation district, and such other departments or agencies as the Administrator deems necessary.

2. Administrator Review and Application Revisions

The Administrator shall review the application and shall consult with applicable City departments and other participating reviewing agencies. Staff shall submit recommendations and comments to the applicant in a form established by the Administrator. Subsequent reviews of the application will not be completed until the Administrator determines that the applicant has adequately responded to the City's recommendations and comments, or the applicant requests that the application move forward without responding to the City's recommendations and comments.

3. Third-Party Review

In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. The City Council or the Planning and Zoning Commission shall require such technical review to be paid for by the applicant. The selection of the third-party expert shall be at the City's discretion. Based on the results of the third-party review, the City may require changes to the application that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:

a. The accuracy and completeness of submissions;

b. The applicability of analysis techniques and methodologies;

c. The validity of conclusions reached; and

d. Any specific technical issues designated by the City.

4. Staff Report

Once a public hearing has been scheduled pursuant to §16.07.020.E.6.a below, the Administrator shall prepare a written staff report that summarizes the proposal, analysis of Code compliance, findings, and recommendations.

5. Distribution and Availability of Application and Staff Report

The Administrator shall submit a copy of the staff report to the review and/or decision-making body and shall make the staff report and related application materials available for public review one week prior to the scheduled hearing.

6. Public Notice and Public Hearings

a. Scheduling

The Administrator shall schedule the public hearing for either a regularly scheduled meeting or special meeting of the appropriate decision-making body.

b. Public Hearing Notice

Applications for development shall comply with the Idaho law and the provisions of this section with regard to public notification. The required notice for each application type is identified in Table 16-19: *Summary Table of Review Procedures*. Application-specific notice requirements are located in the section for the specific application types.

c. Notice Format and Content

(1) Publication

(A) At least 15 days prior to a public hearing, notice shall be published in the official newspaper or paper of general circulation within the city. Notice may also be made available to other newspapers, radio, City website, social media, and television stations serving the City for use as a public service announcement.

(B) The notice shall contain a description of the size and location of the subject property and shall inform the reader of the time and place of the meeting at which the public hearing will be held.

(2) Posting

Notice shall be posted on the premises at least seven days prior to the public hearing.

(3) Mailing

(A) All property owners within 300 feet of the subject property and all political subdivisions providing services within the City, including school districts, shall be notified by first class mail. Written notification shall be deemed sufficient if deposited in the mail to all property owners according to the records of the Blaine County assessor at least 15 days prior to such meeting and public hearing. Misspellings of the names of property owners shall not affect the sufficiency of notice as set forth in this chapter.

(B) When notice is required to 200 or more property owners, alternate forms of procedures that would provide adequate notice may be used in lieu of mailed notice. Acceptable alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice. Forms of alternative notice shall be:

i. Posting the notice of hearing in three conspicuous locations within the city;

ii. Publishing the notice of hearing in the official newspaper of the City;

iii. Making the notice of hearing available to other local newspapers; and

iv. Making the notice of hearing available to the local radio stations for a public service announcement.

(C) When notice is required to be mailed to 750 or more property owners or purchasers of record, the applicant shall be charged a fee to cover the cost of advertising and processing.

(D) The notice shall contain a description of the size and location of the subject property and shall inform the reader of the time and place of the meeting at which the public hearing will be held.

7. Review and Decision

a. The application shall be subject to review, hearings, recommendations, and decisions as indicated in Table 060.1: *Summary of Development Review Procedures*.

b. The applicable decision-making body shall consider the application, relevant support materials, staff report, and any evidence and public comments from the public hearing.

c. The applicable decision-making body shall approve, approve with conditions, or deny the application based on the applicable review criteria listed in the application-specific procedures.

d. The applicable decision-making body shall clearly state the factors considered in making its recommendation or decision, as well as the basis or rationale for the recommendation or decision.

8. Performance Bonds and Security Agreements

a. General

(1) Public and private improvements required by this Code or by a condition attached to an approval under this Code, including Design Review elements, shall be secured by a financial guarantee in the form of a performance bond or security agreement (letter of credit) to secure completion of the dedication or construction of required improvements not yet completed. No personal checks shall be allowed as performance bonds.

(2) Unless otherwise specified in this section, the applicant shall provide security reasonably acceptable to the City, in a form and in an amount not less than 150 percent of the cost of the engineering or design, materials and installation of the improvements as determined by the City Engineer, which security shall fully secure and guarantee completion of the required improvements within a period of two years from the date the security is provided.

(3) In the event the improvements are not constructed within the time allowed by the City Council (which shall be two years or less, depending upon the individual circumstances), the City Council may order the improvements installed at the expense of the subdivider and the surety.

(4) In the event the cost of installing the required improvements exceeds the amount of the bond, the applicant shall be liable to the City for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the

performance bond shall automatically become a lien upon any and all property within the subdivision or development owned by the owner and/or applicant.

(5) If any extension of the 12 month period is granted by the City, each additional year, or portion of each additional year, shall require an additional 20 percent to be added to the amount of the original security initially provided.

(6) In the event the improvements are not completely installed within 12 months, or upon the expiration of any approved extension, the City may, but is not obligated to, apply the security to the completion of the improvements and complete construction of the improvements. Following completion of required improvements, the City shall return excess funds to the applicant.

b. Excavations and Improvements of City Rights-of-Way and Easements

The contractor or permittee must establish a bond, which shall be renewable annually, in the amount of $5,000.00, or an amount otherwise established at the discretion of the City Engineer or Streets Department, to be provided by the contractor and posted with the City. Any costs related to restoration of the street or alley due to settlement shall be paid for by the contractor or the permittee.

9. Development Agreement

a. Purpose

This section is intended to provide reasonable standards and procedures in order to:

(1) Implement the goals and policies of the Comprehensive Plan, specifically, but not inclusively, the provision of affordable housing, passive and active open space, transportation improvements, public infrastructure improvements and sensitive areas (riparian, avalanche, steep slopes, and floodplain) protection;

(2) Preserve and protect the character of Ketchum;

(3) Assure the safety, health, and general welfare of present and future inhabitants of the City;

(4) Protect and enhance the natural, cultural, and historic resources of the city from adverse impacts and to integrate new development into the city's existing natural and built environment;

(5) Promote the development of an economically sound and stable community;

(6) Accommodate other necessary or innovative types of development while balancing and respecting private property rights;

(7) Encourage and promote affordable housing; and

(8) Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

b. Applicability

Development agreements may be used:

(1) In the Annexation, Zoning Map Amendment, or Planned Unit Development process in any zoning district;

(2) For phased developments; or

(3) When the Administrator determines an application includes specified activities or uses that require additional conditions to manage or mitigate impacts due to their location, design, size, operation, intensity of use, generation of traffic and traffic movement, or other unique characteristics.

c. Application Requirements

Applicants shall submit the following:

(1) An application form that includes at a minimum:

(A) Name, address and telephone number of the property owner, any coapplicants as well as any representatives for the property owner and/or coapplicants.

(B) Original signatures for the property owner and all coapplicants. If the property owner or coapplicant will be represented by another, the original signature authorizing the representative to represent the property owner and/or coapplicant shall also be submitted.

(C) A complete legal description of the subject property.

(D) Title report.

(E) Application fee.

(2) Four copies plus one reduced to at least 11 inches by 17 inches of the architectural plan of the proposed construction in sufficient detail to show the following:

(A) Floor plan (not less than one-eighth-inch scale).

(B) All exterior elevations.

(C) Section through the highest point of the building indicating existing, natural and proposed grade, with dimensions. If the subject property is located in the CC district, an analysis of the height invisible plane shall also be submitted.

(D) Type and color of exterior materials and roofing.

(E) Location and type of exterior lighting.

(F) Existing structures and land uses on and adjacent to the subject property.

(G) Adjacent roadways, proposed roadways, ingress and egress from said roadways, parking and pedestrian circulation and access.

(H) Property lines with dimensions, adjacent land uses, structures and zoning.

(I) Topography at one foot intervals or spot elevations.

(J) Scale, north arrow, and legend.

(K) Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property.

(L) Existing vegetation, labeled as to remain or be removed.

(M) Conceptual landscape plan that includes plant location, general species type and quantity.

(3) A written description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.

(4) A written narrative demonstrating compliance with the goals and policies of the Comprehensive Plan.

(5) A traffic analysis that includes adjacent roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to nonmotorized and transit facilities.

(6) Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the preexisting zoning district, or in the case of an initial zoning district at annexation, a zoning district deemed appropriate by the City Council.

(7) Phasing plan and proposed phasing schedule.

(8) Additional information as reasonably required at the discretion of the Administrator, Planning and Zoning Commission or City Council prior to or during the review process.

(9) The materials required in this section may be waived by the Administrator after administrative review of the application should no need be found for them.

(10) A draft zoning development agreement reviewed by the City Attorney as to form that contains, at a minimum, the following:

(A) List of use(s) to be allowed.

(B) Permitted square footage and building locations.

(C) Identification of development standards that shall be required under the agreement.

(D) Identification of locations for permitted uses on approved conceptual plan.

(E) Planned implementation of improvements with a construction and completion schedule.

(F) A provision that the standards and processes of the design review overlay district shall apply to the development of the property.

(G) A provision for the use of a security agreement for project completion if the proposal is developed in phases.

(H) A provision that the property owner/developer acknowledges and agrees that failure to comply with the terms of the agreement shall result in a reversion of the zoning of the real property to the zoning existing immediately prior to the agreement, pursuant to the procedure set forth in Idaho Code section 67-6511A.

(I) A provision specifying that unless modified or terminated by the governing board, pursuant to §§16.07.020.E.9.f and 16.07.020.E.9.gthe commitment and all conditions, terms, duties and obligations included in said commitment are binding on the owner of the property, each subsequent property owner and every person(s) acquiring interest in said property.

(J) Other conditions attached to the project through the public hearing process.

(K) The administrator may waive §§16.07.020.E.9.c(10)(B), 16.07.020.E.9.c(10)(D), and 16.07.020.E.9.c(10)(E) after administrative review of the application should no need be found for them.

d. Subsequent Actions

A development agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new standards, regulations, or policies that do not conflict with commitments applicable to the property as set forth within a duly executed agreement.

e. Encumbrance

The property owner(s), co-property owner(s), developer(s), agent(s) of property owner or developer, assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property that is encumbered by the development agreement shall comply with all conditions, terms, obligations, and duties contained in the agreement. Failure to comply shall result in termination of the agreement per §16.07.020.E.9.g.

f. Modification of Agreements

Development agreements may only be modified through the public hearing process in §16.07.020.E.6.

g. Termination of Agreements

(1) Development agreements may be conditioned to expire after a prescribed time limit authorized by the City Council.

(2) Development agreements may be terminated by the City Council, after a public hearing pursuant to §16.07.020.E.6, for failure to comply with the commitments expressed in the development agreement.

(3) Upon termination of a development agreement pursuant to this section, the property shall revert to the prior zoning district or, in the case of initial zone at annexation, to a zoning district deemed appropriate by the City Council. All uses that are not compatible with the subsequent zoning designation following termination of the development agreement shall cease. The owner of the property shall apply for a Conditional Use Permit for the property if the use(s) is conditionally allowed within the subsequent zoning district.

(4) In the event the City believes that grounds exist for revocation of a permit, the property owner shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the property owner a reasonable period of time not exceeding thirty calendar days to furnish evidence:

i. That corrective action has remedied the violation or noncompliance;

ii. That rebuts the alleged violation or noncompliance; and/or

iii. That a development agreement application to modify the existing development agreement has been submitted and accepted by the City for processing.

(B) In the event that a property owner fails to provide evidence reasonably satisfactory to the City as provided for in (4) above, the City shall refer the

apparent violation or noncompliance to the City Council for a public hearing pursuant to §16.07.020.E.6.

(C) The City Council shall provide the property owner notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.

(D) Within ten calendar days of the completion of the hearing, the City Council shall issue a written decision terminating the development agreement or remanding it back to the Planning and Zoning Commission for the amendment process pursuant to the public hearing process specified within §16.07.020.E.6.

(E) A document recording such termination shall be recorded in the office of the Blaine County recorder.

10. Conditions of Approval

a. Where this Code authorizes a decision-making body to approve or deny an application subject to applicable criteria, the decision-making body may approve the application with conditions necessary to bring the proposed development into compliance with this Code or other regulations, or to mitigate the impacts of that development on surrounding properties and streets. The decision-making body may attach conditions to the permit pertaining to the proposed use, including, but not limited to, those:

(1) Minimizing adverse impact on other development.

(2) Controlling the sequence and timing of development.

(3) Controlling the duration of development.

(4) Assuring that development is maintained properly.

(5) Designating the exact location and nature of development.

(6) Requiring the provision for on site or off-site public facilities or services.

(7) Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city.

b. Conditions of approval shall be reasonably related to the anticipated impacts of the proposed use or development or shall be based upon standards duly adopted by the City. Such conditions may include those necessary to carry out the purpose and intent of the Comprehensive Plan, other adopted City plans, and this Code. No conditions of approval shall be less restrictive than the requirements of this Code, except where the Code expressly allows deviations.

c. Any condition of approval that requires an applicant to dedicate land or pay money to a public entity in an amount that is not calculated according to a formula applicable to a broad class of applicants shall be roughly proportional both in nature and extent to the anticipated impacts of the proposed development, as shown through an individualized determination of impacts. The City shall bear the burden of determining such impacts.

d. During its consideration, the decision-making body may consider alternative potential conditions, and no discussion of potential conditions shall be deemed an attempt or

intent to impose any condition that would violate the federal or state constitutions, statutes, or regulations. Discussions of potential conditions to mitigate impacts do not reflect actions by the decision-making body unless and until the decision-making body takes formal action to attach that condition to a development approval.

e. City Council may modify conditions recommended by the Planning and Zoning Commission prior to making a decision.

f. Unless otherwise provided in this Code, any representations of the applicant in submittal materials or during public hearings shall be binding as conditions of approval.

F. Notice of Final Decision

The Administrator shall provide written notification of the decision via email to the applicant and shall make a copy of the decision available to the public in a conspicuous and easily accessible location. Such notice may be published on the City's website.

G. Recordation

Any application requiring recordation including, but not limited to Final Plats, Minor Subdivisions, Plat Amendments, Vacations or easements, and development agreements shall file the final copy of the applicable plat or agreement with the Blaine County Recorder.

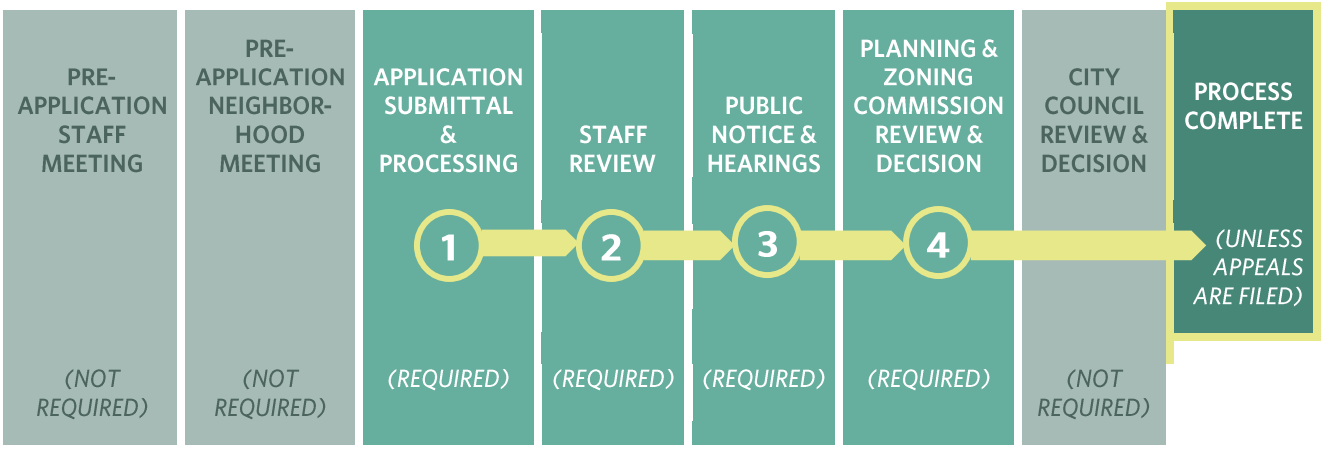
H. Appeal

1. Applicability

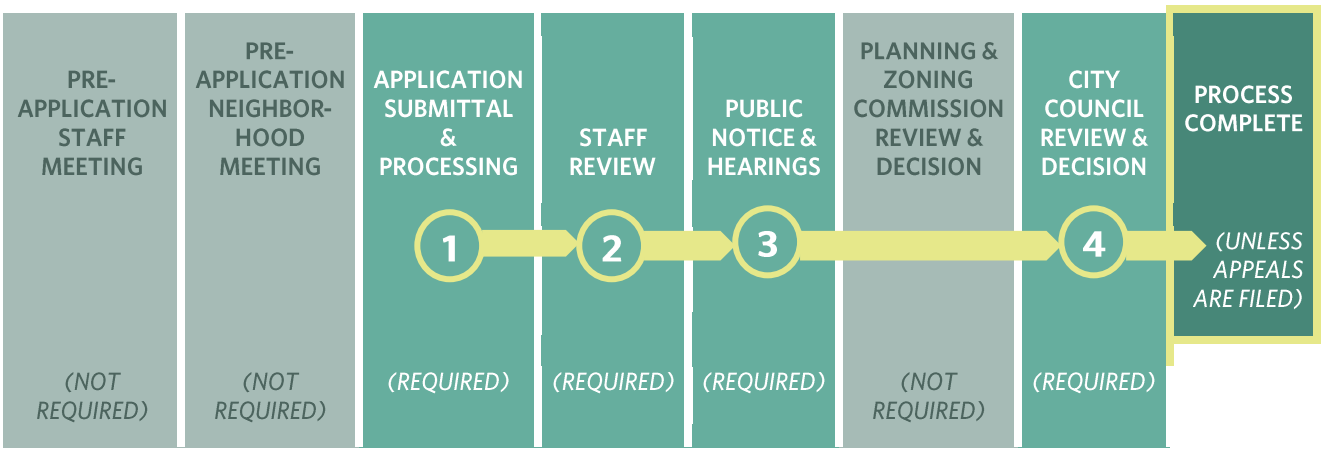
An Appeal of any order, requirement, decision, or determination of the Administrator or Planning and Zoning Commission made in the administration or enforcement of this Code may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the City, to the Commission, or City Council, respectively.

2. Procedure

a. For appeals of Administrator decisions:



b. For appeals of Planning and Zoning Commission decisions:



c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Time for Filing Appeals

All Appeals permitted or authorized by this Code shall be taken and made in the manner and within the time limits as follows: The written notice of Appeal shall be filed before 5:00 p.m. of the 15th calendar day after the order, requirement, decision, or determination of the Administrator has been made or after findings of fact have been approved by the Planning and Zoning Commission, whichever is applicable. The failure to physically file a notice of Appeal with the Administrator of the City within the time limits prescribed by this section shall be jurisdictional and shall cause automatic dismissal of such Appeal.

(2) Fee for Appeals

In addition to the application fee, a fee equal to the expense of giving notice and providing the transcript shall be paid within two days after receipt from the Administrator of the amount of the fee. In the event the fee is not paid as required, the Appeal shall not be considered filed.

(3) Application for Appeal

The notice of Appeal shall be in writing and in such form as shall be available from the office of the Administrator, which shall require to be set forth with specificity all bases for Appeal, including the particulars regarding any claimed error or abuse of discretion.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Official Record

(A) The Administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the Planning and Zoning Commission

the original of all papers constituting the record in the case, together with the order, requirement, decision, or determination of the Administrator or Commission.

(B) For Appeals of Planning and Zoning Commission decisions, a verbatim transcript of the Commission proceedings shall be prepared and transmitted to the City Council at the appellant's expense.

(2) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission or City Council, as applicable, and shall be noticed pursuant to Idaho Code section 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code section 67-6501 et seq., as may be amended from time to time.

(3) Decision

(A) The Planning and Zoning Commission or City Council shall affirm, reverse, or modify, in whole or in part, the order, requirement, decision, or determination of the Administrator or Commission, respectively, pursuant to §16.07.020.E.7 and the review criteria below, within 30 days after the hearing on Appeal, which shall include its written findings of fact and conclusions of law separately stated.

(B) For Appeals of Planning and Zoning Commission decisions, the Council may remand the application to the Commission for further consideration with regard to specific criteria stated by the Council.

(C) The Planning and Zoning Commission or Council shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code section 67-6521, as that section may be amended from time to time.

(4) Appeal

In the event of an Appeal of a decision of the City Council to district court, applications approved by the City will be processed by the City during the pendency of the Appeal.

3. Review Criteria

In reviewing an Appeal, the Planning and Zoning Commission or City Council consider the record, the order, requirement, decision or determination of the Administrator or Commission, respectively, and the notice of Appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the and the Administrator or Commission and/or staff representing the Commission, respectively. The Commission or Council shall not consider any new facts or evidence at this point.

16.07.030. Development Permits

A. Conditional Use Permit

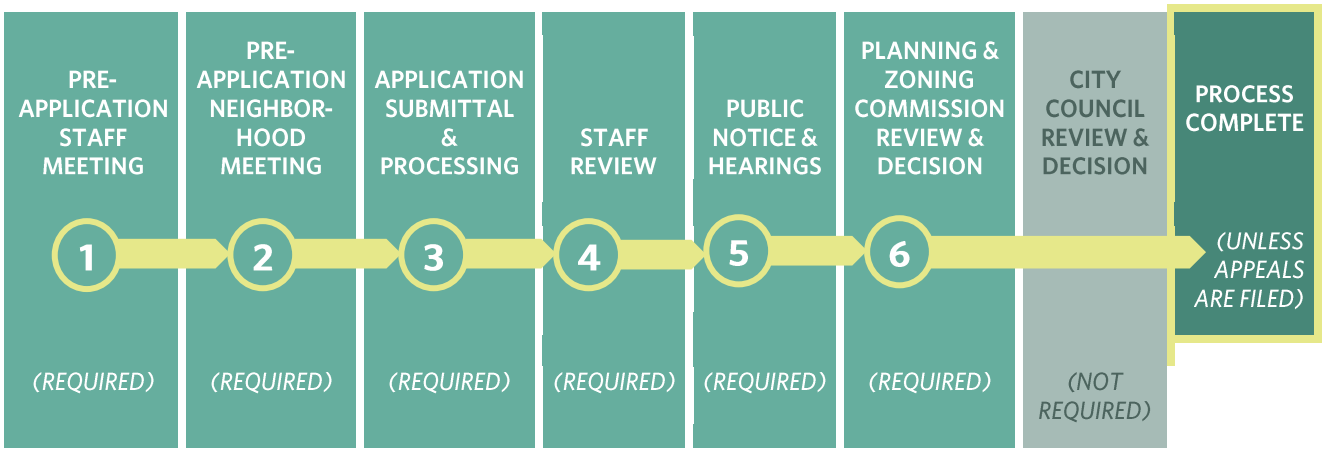
1. Purpose

The Conditional Use Permit (CUP) procedure provides a mechanism for the City to review uses that possess characteristics that require review and evaluation by the Planning and Zoning Commission to determine whether or not the use would cause any public health, safety, or welfare concerns.

2. Applicability

A CUP is required for the land uses identified as conditional uses in Table 16-7: *Table of Permitted Uses*.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Avalanche Overlay District

Prior to granting of a CUP for construction in the Avalanche Overlay District, the applicant shall submit the following to the City:

(A) A site-specific avalanche study from a field expert;

(B) Structural plans for proposed avalanche protective, deflective, and preventative structures, devices, or earthwork;

(C) A letter signed by a structural engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the City and that the proposed construction will not deflect avalanches toward the property of others; and

(D) Other information and engineering studies may be requested in consideration of an application for a Conditional Use Permit.

(2) Studies

Prior to granting a CUP, studies may be required of the social, economic, fiscal, and environmental effects of the proposed conditional use.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Expiration of Approval

Activities permitted by the granting of a CUP shall commence within 12 months from the date the Planning and Zoning Commission Chair signs the approved findings of fact for the CUP, otherwise the approval shall be deemed null and void.

(2) Extension of Approval

(A) Prior to the expiration of the approval, the CUP holder may submit a written request for an extension of the approval. No extensions shall be granted for an expired CUP.

(B) The Planning and Zoning Commission may grant one extension, for a maximum of 12 months, in a public hearing, based on whether:

i. There have been significant amendments to the City's ordinances that will apply to the subject Conditional Use Permit;

ii. Significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Hazardous situations have developed or have been discovered in the project area;

iv. Community facilities and services required for the project are now inadequate; or

v. Conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this Code, have occurred during the time that the CUP was not activated.

(C) If any of the above considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the Administrator and the chair of the Planning and Zoning Commission shall issue this decision in writing; otherwise the Administrator and the chair of the Commission shall approve the extension.

(3) Effect of Approval

A CUP shall not be considered as establishing a binding precedent to grant other CUPs. A CUP is not transferable from one parcel of land to another.

4. Review Criteria

a. All Applications

In reviewing an application for a CUP, the Planning and Zoning Commission shall consider whether:

(1) The characteristics of the conditional use will be unreasonably incompatible with the types of uses permitted in the applicable zoning district;

(2) The conditional use will materially endanger the health, safety, and welfare of the community;

(3) The conditional use is such that pedestrian and vehicular traffic associated with the use will be hazardous or conflict with existing and anticipated traffic in the neighborhood;

(4) The conditional use will be supported by adequate public facilities or services and will adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts; and

(5) The conditional use is in conflict with the policies of the Comprehensive Plan or the basic purposes of this section.

b. Additional Standards for Construction in the Avalanche Overlay District

Appropriate landscaping may be required where such structures, devices, or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. The conditional use does not result in alteration or removal of any existing natural barriers.

B. Conditional Use Permit (CUP) for Planned Unit Development (PUD)

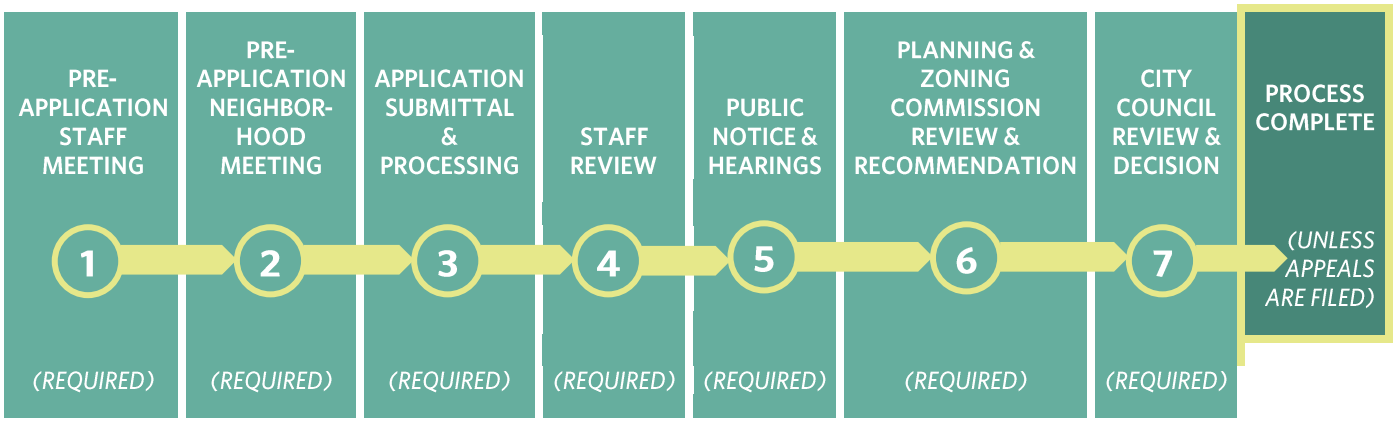
1. Purpose

The purpose of a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) is to provide a mechanism for the City to review requests for Planned Unit Developments pursuant to §16.02.050.

2. Applicability

A PUD CUP is required for any request to develop a PUD pursuant to §16.02.050.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Application Requirements

Applicants shall submit the following:

(A) An application form that contains the following information and exhibits:

i. The name, address, mailing address and telephone number of each owner of record of the property, the developer, and the engineer, surveyor, and/or other person preparing the development plan and/or accompanying information or documents. A parcel of property shall be under single ownership, or the application shall be consented to in writing, acknowledged by all property owners within the development.

ii. Legal description of the area.

iii. A copy of the proposed articles of incorporation, bylaws of homeowners' association, condominium declarations, and all other agreements, covenants and other provisions which will govern the use and maintenance and assure continued protection of the development.

iv. A current title report, together with a copy of the owner's recorded deed to such property. A copy of the applicant's option to purchase, or unrecorded contract of sale for such property, together with the written notarized consent of the owner(s) of record to such PUD, shall be sufficient evidence of ownership to allow processing of such application. Withdrawal of consent of an owner of record shall be deemed withdrawal of the application.

v. Development schedule for construction and/or phasing.

vi. All percolation tests and/or exploratory pit excavations required by state health authorities.

vii. A list of the owners of the properties within 300 feet of the exterior boundaries of the proposed project. The owners' list shall include the names of all owners, their addresses, and a general description of the property owned by each. The Administrator may waive or modify this requirement for a community housing PUD.

viii. Additional information as reasonably required at the discretion of the Administrator.

(B) A development plan that includes:

i. The scale, north point and date.

ii. The name of the proposed development, which shall not be the same or confusing with the name of any subdivision or planned unit development in the City of Ketchum, or the City of Sun Valley or Blaine County, Idaho.

iii. The name, address, mailing address and telephone number of each engineer, surveyor, or other person preparing the development plan and/or accompanying information or documents.

iv. The scaled location of existing buildings, water bodies and courses, and adjacent streets, alleys, and easements, public and private.

v. Location of zoning district lines within the proposed project and within the immediate vicinity.

vi. The location of existing and proposed street rights-of-way, including dimensions and proposed street names, lots and lot lines, and easements (public and private).

vii. The location, size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed development.

viii. The location, size and type of sanitary and storm sewers, water mains and facilities, culverts, utilities, street improvements, street lighting, curbs, gutters, sidewalks and all other existing and proposed utilities and other surface or subsurface structures within, immediately adjacent to, or proposed to serve the development.

ix. The boundaries of the floodplain, floodway and avalanche hazard areas affecting the development.

x. Building envelopes of proposed structures shall be drawn to scale. If the applicant elects to seek Design Review approval for the project or a portion under §16.07.030.B.3.c(2), the applicant shall comply with the additional requirements of that section.

xi. Lot area of each lot.

xii. A surveyed contour map of the existing topography of the property and a contour map of the proposed development with contour lines at

maximum intervals of five feet to show the existing and proposed configuration of the land, together with the documentation upon which such contour maps were prepared.

xiii. A survey plat of the property.

xiv. A drainage plan showing the location, size and direction of all watercourses and drainage flows, all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed development.

xv. A landscaping plan showing the location and size of existing mature trees, and established shrub masses, and showing the location, size and type of proposed landscaping of the project with particularity.

xvi. Exterior boundary lines of the property, together with dimensions.

xvii. Location of on-site parking spaces and access, including the dimensions of the spaces and the width and length of access.

xviii. Tabulation of the percentage of the lot coverage by proposed building, percentage of lot coverage by proposed parking areas and floor area broken down by uses, together with the total square footage of the parcel of property.

xix. Location of existing structures on adjacent properties.

xx. Studies may be reasonably required prior to or during the review process by the Administrator, commission, or council of the social, economic, fiscal and/or environmental effects of the proposed development.

xxi. Additional information as reasonably required at the discretion of the Administrator, Planning and Zoning Commission, or City Council prior to or during the review process.

(2) Concurrent Design Review

An applicant may elect to request Design Review approval for the structures within the project or the first phase, and in such instances, the applicant shall submit the application, information and fees and receive approval required by the appropriate Design Review regulations and criteria. Any Design Review approval issued by the Planning and Zoning Commission pursuant to this section shall be subject to issuance of a PUD CUP by the City Council. Any PUD CUP granted without Design Review approval shall apply for and receive Design Review approval pursuant to the applicable ordinances.

(3) Large Block Plat

As determined by the Administrator, a large block plat shall be prepared in the manner required for subdivision Preliminary Plats under the applicable ordinance(s). Such large block plat shall include, but not be limited to, maximum allowable densities, types and uses of structures, location of building envelopes, location and dedication of streets, alleys, easements, parks and other public lands.

(4) Exception or Deferral of Requirements

Exception or deferral of any of the requirements of this section and §16.02.050.D, *Standards* may be granted by the City Council on a case by case basis. Application for such exception or deferral must be in writing and submitted as part of the application for a PUD CUP. Such application for exception or deferral must state with particularity the matters on which the applicant seeks exception or deferral and that the exception or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Planning and Zoning Commission Recommendation

(A) For applications that include a request to waive or defer requirements, the Planning and Zoning Commission shall consider the project and make their recommendations to the City Council based upon and subject to the exceptions they deem appropriate to recommend the Council grant an exception or deferral.

(B) Upon receiving the recommendations of the Commission, the PUD CUP application shall be placed upon the agenda of a regular City Council meeting.

(2) City Council Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below. In addition:

(A) If the City Council grants a requested exception or deferral, the PUD CUP shall state when, if ever, the requirement that was waived or deferred must be met and what entity or agency has the power to review the requirements. Such PUD CUP shall state any such conditions deemed appropriate or necessary by the Council to promote, further or enforce the applicant's method of guaranteeing the use, rental cost, resale cost for the employee or low-cost housing.

(B) If the City Council finds a substantial error in the information presented to the Planning and Zoning Commission or new information is presented that may make a material difference in the recommendation made by the Commission, the Council may remand the application to the Commission for further review and recommendations.

(C) Prior to final approval of a PUD CUP, the City Council may require, but shall not be limited to requiring, the following:

i. Written agreements executed by the developer to secure performance of any requirement or condition to be imposed as part of the approval, including, but not limited to: development, services, and/or annexation agreements.

ii. Submission of a revised Development Plan to incorporate changes made during the review process.

iii. Dedication of lands, personal property, or improvements to the City.

iv. Recordation of documents with the Blaine County Recorder including, but not limited to, declarations of covenants and restrictions, easements, restrictive covenants, management agreements, and similar documents that may include provisions that such documents may not be amended without the prior written consent of the City Council.

(3) Conditions of Approval

(A) All projects receiving a PUD CUP, as a condition of such permit, shall be required to submit and receive Design Review approval for each structure to be constructed within the project prior to making application for a Building Permit irrespective of the zoning district or districts within which the project is located.

(B) The City Council may require the construction of certain improvements, private and/or public utilities, services, facilities, recreation or other amenities, and landscaping to be installed in the project, or in lieu to post a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(C) Prior to or as a condition of PUD approval, the applicant shall prepare a final large block plat in the manner required for final subdivision plats under the applicable ordinance(s). Such final large lot plat shall be filed with the office of the Blaine County Recorder, Hailey, Idaho.

(4) Preliminary and Final Plat Approvals

After issuance of a PUD CUP, the applicant shall file a Preliminary Plat and Final Plat for each stage of the development in conformance with the approved PUD CUP and Development Plan pursuant to the subdivision and other applicable ordinances.

(5) Effect of Approval

The issuance shall not be considered a binding precedent for the issuance of other PUD CUPs. A PUD CUP is not transferable from one parcel of land to another.

(6) Expiration of Approval

Upon receiving a PUD CUP, an applicant shall have 12 months from the date of issuance to submit an application for Design Review of the entire project or the first phase of the project, whichever is pursuant to the construction schedule, or in the case of a lot subdivision PUD, to file a Preliminary Plat application. Failure to file the appropriate application within such one-year period shall cause the PUD CUP to be null and void ab initio.

(7) Extension of Approval

(A) Prior to the expiration of the approval, the PUD CUP holder may submit a written request for an extension of the approval. No extensions shall be granted for an expired PUD CUP.

(B) The City Council, without a public hearing may grant an extension of the time limitations set forth in 16.07.030.B.3.d(6) above or may grant an extension of the time limits imposed by the development schedule based on whether:

i. There have been significant amendments to the City's ordinances that will apply to the subject Conditional Use Permit;

ii. Significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Hazardous situations have developed or have been discovered in the project area;

iv. Community facilities and services required for the project are now inadequate; or

v. Conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this Code, have occurred during the time that the CUP was not activated.

(8) Revocation of Approval

Failure to comply with any condition or term of such permit may cause such permit to be void. A PUD CUP may be revoked at any time for violation of the permit or any condition by motion of the City Council after a due process hearing upon a minimum of ten days' written notice describing the violation to the holder of the PUD CUP. At the hearing the holder may be represented by counsel, present testimony and cross examine witnesses. A due process hearing is not a public hearing.

(9) Changes in Development Plan

(A) Minor changes in the location, siting or character of buildings and structures may be authorized by the Administrator, if required by engineering or other circumstances not foreseen at the time the PUD CUP was approved. All such requests shall be in writing supported by such documentation as reasonably required by the Administrator.

(B) No change shall be authorized by the Administrator except in writing and shall not increase the size of any building or structure, or building envelope concept, nor change the location of any building or structure outside of an approved building envelope; provided, notwithstanding the foregoing, if the Administrator determines any proposed change may have a significant impact on the approved project, the Administrator may decline to administratively approve such change and shall forward same to the City Council for consideration.

4. Review Criteria

The Planning and Zoning Commission shall review and recommend and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

a. The proposed project will not be detrimental to the present and permitted uses of surrounding areas.

b. The proposed project will have a beneficial effect not normally achieved by standard subdivision development.

c. The development shall be compatible with the surrounding area.

d. The proposed vehicular and nonmotorized transportation system:

   (1) Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties.

   (2) Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD.

   (3) Is designed to provide automotive and pedestrian safety and convenience.

   (4) Is designed to provide adequate removal, storage, and deposition of snow.

   (5) Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress, and parking areas to have the least impact on surrounding uses.

   (6) Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.

   (7) Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.

   (8) Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.

e. The Development Plan is in conformance with and promotes the purposes and goals of the comprehensive plan, this Code, and other applicable ordinances of the City, and not in conflict with the public interest:

   (1) Pursuant to §16.07.030.B.3.c(1), all of the Design Review standards in §16.07.030.C.2 be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation, and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

   (2) The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.

   (3) The site design should cluster units on the most developable and least visually sensitive portion of the site.

f. The Development Plan incorporates the site's significant natural features.

g. There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD CUP.

h. The development will be completed within a reasonable time.

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

j. The project complies with all applicable ordinances, rules, and regulations of the City, except as modified or waived pursuant to this section.

C. Design Review

1. Preapplication Design Review

a. Purpose

The purpose of Preapplication Design Review is to allow the Planning and Zoning Commission to exchange ideas and give preliminary direction to the applicant on a project's design concept, based on the application of this Code's standards.

b. Applicability

(1) Preapplication Design Review is required for:

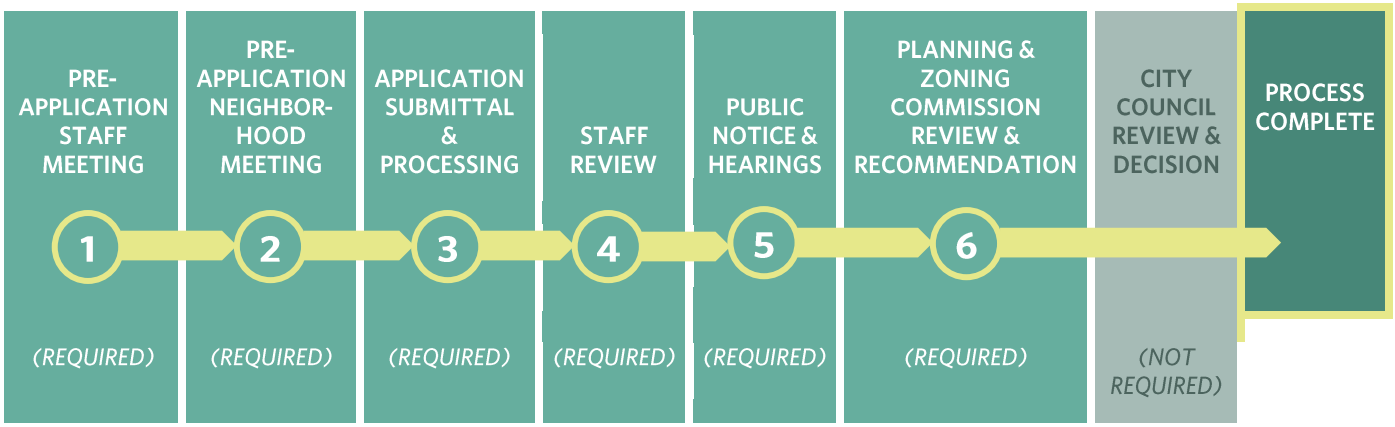
(A) Any new non-residential or multi-family residential development with four or more stories; and

(B) Any new development on a lot or lots totaling 11,000 square feet or more.

(2) Applicants of projects not meeting the above thresholds may request a Preapplication Design Review at their discretion.

(3) The Administrator may waive the requirement for Preapplication Design Review if the project is found to have no significant impact.

c. Procedure



(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

(2) Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

(3) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. A project narrative describing the approach and concept of the project and how the project meets the applicable Design Review criteria.

ii. A conceptual site plan showing proposed on and off-site improvements. Site plan shall include conceptual landscaping and public amenities. Detailed plant list not required.

iii. Elevations and floor plans for all facades and all levels shall be provided. Elevations shall depict materiality, however, colored renderings not required.

iv. Materials and colors sample board shall be provided for all facades. Photos of materials, representative imagery, and other digital representation of concept is acceptable. Specifications of materials and colors are not required.

v. A minimum of two perspectives, one from a street view and one from bird's eye view, showing the massing of the proposed project within the context of the surrounding neighborhood. Adjacent properties and structures must be included. Full color renderings or photo-realistic perspectives are not required.

(B) Mountain Overlay District

For projects within the Mountain Overlay district:

i. In addition the application requirements listed above, the applicant shall provide topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any.

ii. On-site information may be required by the Planning and Zoning Commission. On-site information shall be placed a minimum of seven days and shall include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal and poles illustrating proposed heights of structures.

(4) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Decision

A formal decision will not be rendered by the Planning and Zoning Commission. The Commission shall review and provide feedback based upon the review criteria in §16.07.030.C.1.d.

(B) Vested Property Right

If a Preapplication Design Review is required and has been completed pursuant to this section, a vested property right shall be created. The voluntary request for a Preapplication Design Review does not create a vested property right.

(C) Design Review Application Required

Projects that have conducted a Preapplication Design Review meeting with the Planning and Zoning Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission; otherwise, the preapplication review will become null and void.

d. Review Criteria

In reviewing and providing feedback on a Preapplication Design Review application, the Planning and Zoning Commission shall consider the review criteria for Design Review in §16.07.030.C.2.d, any issues identified in the staff report, and any other items the Commission deems relevant to the proposed project.

2. Design Review

a. Purpose

The purpose of Design Review is to:

(1) Maintain and enhance appearance, character, beauty, and function of the city;

(2) Ensure that new development is complementary to the design of existing neighborhoods; and

(3) Protect and enhance the City's economic base.

b. Applicability

Design Review is required pursuant to §16.04.080.B.

c. Procedure

(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A for Design Review applications that require a public hearing.

(2) Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B for Design Review applications that require a public hearing.

(3) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Preapplication Design Review

If required by §16.07.030.C.1.b, *Applicability,* a Preapplication Design Review shall be completed prior to submitting an application for Design Review.

(B) Application Requirements

All Design Review plans and drawings for nonresidential projects, multi-family dwelling units of four units or more, and public and semipublic projects shall be prepared by an Idaho licensed architect or an Idaho licensed engineer. Applicants shall submit the following:

i. An application form including project name, location, applicant, owner, project representatives, and contact information.

ii. One PDF electronic set of the complete application containing all requirements as listed below, plans appropriately scaled, shall be submitted. Electronic record of the materials and color sample board may be satisfied with photos. One hard copy set of scalable plans showing at a minimum the following:

iii. Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area. A vicinity map must show location of adjacent buildings and structures.

iv. Drainage plan (grading, catch basins, piping, and dry wells).

v. Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone).

vi. Site plan, to scale, showing proposed parking (including parking stall dimensions), loading, general circulation, and snow storage. List square footage of subject property including lot dimensions.

vii. Landscape plan (existing landscaping on the site shown and adjacent right-of-way as retained, relocated or removed; proposed landscaping including species type, size and quantity).

viii. Floor plan. List gross and net square footage for each floor. List occupancy classification and type of construction.

ix. Detailed elevations of all sides of the proposed building and other exterior elements (colors, materials).

x. Exterior lighting plan, pursuant to §16.04.090, *Dark Skies* showing location, height, type, and lumen output; spec sheets for fixtures; illuminance levels/photometrics for area lighting.

xi. One 11-inch by 17-inch materials and colors sample board showing all exterior materials used on the facade of the structure.

xii. For projects requiring Preapplication Design Review, a model or computer simulation renderings, as described in §16.07.030.C.1.c(3)(A)v shall be required.

xiii. For new multi-tenant buildings, a master signage plan shall be submitted.

xiv. Application fee.

xv. The Administrator may waive some submittal requirements if it is determined the information is not relevant to the Design Review.

xvi. Other information as required by the Administrator or the Planning and Zoning Commission.

(C) Mountain Overlay District

For projects within the Mountain Overlay District:

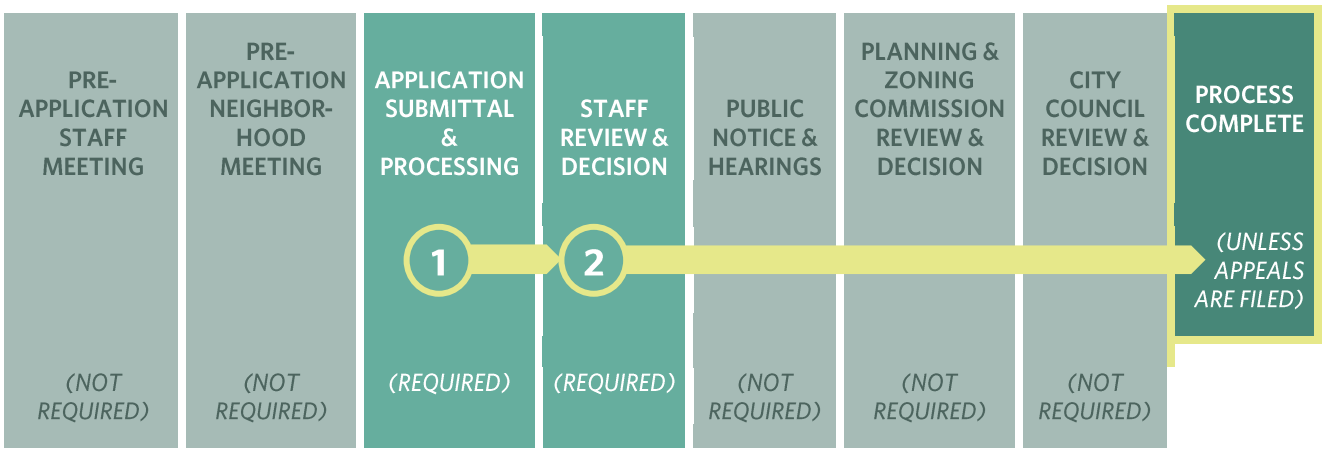
i. In addition to the application requirements listed above, the applicant shall submit topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any.

ii. On-site information may be required by the Planning and Zoning Commission. On-site information shall be placed a minimum of seven days and shall include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal and poles illustrating proposed heights of structures.

(D) Process Determination

Following submittal of all required materials, the Administrator shall review all Design Review requests and determine whether a project is exempt, approved by the Administrator, or by the Planning and Zoning Commission pursuant to §16.04.080.B.

(4) Review and Action: Administrative Approvals

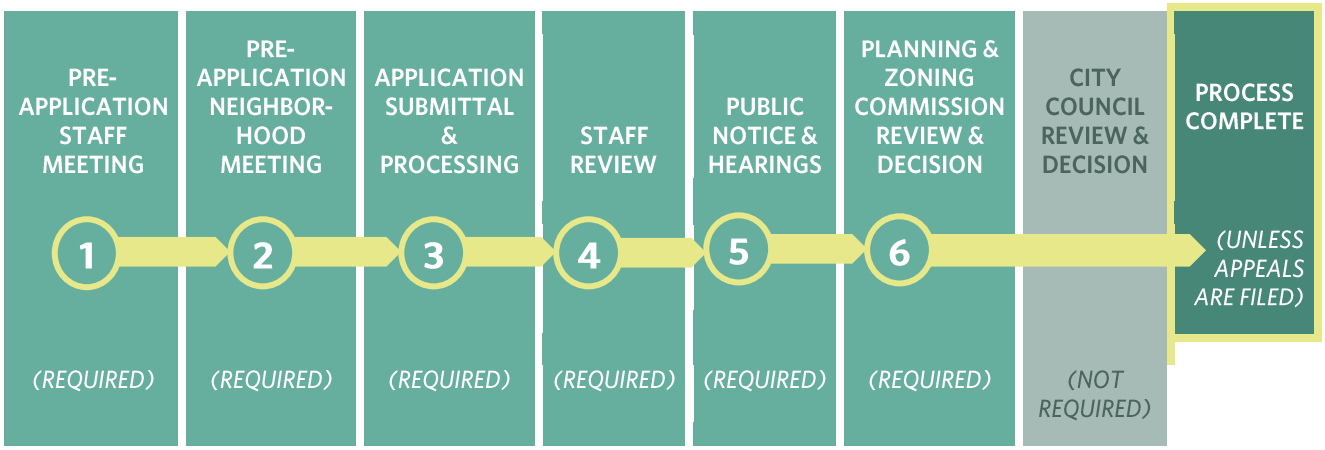


The Administrator is authorized to approve items identified in §16.04.080.B.2, *Administrative Design Review.* The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(A) Security

At the discretion of the Administrator, the applicant may, in lieu of actual construction of any required or approved improvement, provide to the City a security agreement pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements.*

(5) Review and Action: Public Hearing Approvals



The Planning and Zoning Commission shall review all applications as described in §16.04.080.B.1, *Design Review*. The City Council shall approve all permanent encroachments within the City-owned right-of-way associated with a development project and any application that includes a building greater than 48 feet in height or that contains a fourth or fifth floor in the CC districts. The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Security

At the discretion of the Administrator, the applicant may, in lieu of actual construction of any required or approved improvement, provide to the City a security agreement pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements.*

(6) Expiration of Approval

(A) The term of Design Review approval shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the Commission; or, upon Appeal, the date the approval is granted by the City Council.

(B) A complete application with all fees paid shall be made for a Building Permit with the Planning and Building Department during the 12-month term.

(C) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

(7) Extension of Approval

(A) Prior to the expiration of the approval, the applicant may submit a written request for an extension of the approval. No extensions shall be granted for an expired Design Review approval.

(B) For Design Review approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired Design Review approval.

(C) For Design Review approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extension. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the Planning and Zoning Commission at a public hearing. Whether or not an extension is warranted shall be based on the following considerations:

i. Whether there have been significant amendments to ordinances that will apply to the subject Design Review approval;

ii. Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Whether hazardous situations have developed or have been discovered in the project area; or

iv. Whether community facilities and services required for the project are now inadequate.

(D) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension.

d. Review Criteria

In reviewing a Design Review application, the Administrator or Planning and Zoning Commission shall determine the following before approval is given:

(1) The project does not jeopardize the health, safety, or welfare of the public.

(2) The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.

(3) The project conforms to all applicable standards and criteria as set forth in this section, and any other standards in this Code including §16.04.080, *Design Review*, and where applicable, §16.02.060.D, *MO: Mountain Overlay District*.

D. Dig Permit

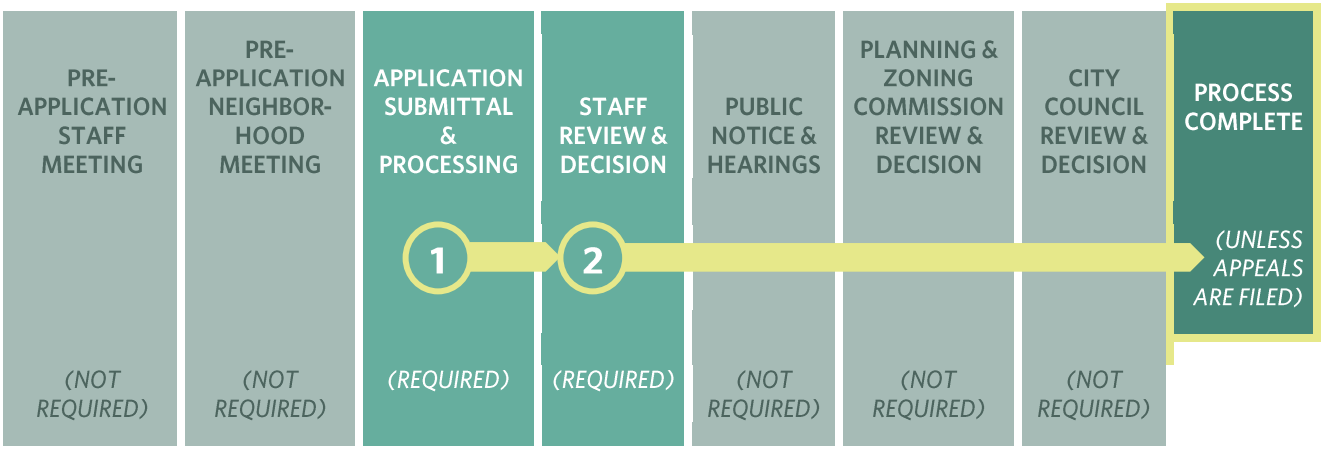
1. Purpose

The purpose of a Dig Permit is to ensure compliance with the excavation and improvement standards established in §16.04.030.

2. Applicability

A Dig Permit is required to dig in, excavate, trench, or otherwise disturb the surface or subsurface of any portion of the right-of-way, alley, or City utility easement.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Filing Period

An application for a permit shall be filed with the Administrator not less than five working days before the date on which the person intends to do work in, on, or under a City street, alley, sidewalk, or other public right-of-way. The Administrator, where good cause is shown, shall have the authority to approve any application on file within the period established in this section. Larger projects may require public notice and may extend the five-day filing period.

(2) Prohibited Period

(A) No permit shall be issued for work to be performed during the period of September 15 of each year to May 1 of the following year to dig or excavate or trench in the public right-of-way within city limits. The purpose of this prohibition is:

i. To allow for sufficient time for asphalt repairs to be made to streets or alleys that have existing pavement prior to the onset of inclement weather; and

ii. To guarantee that no digging takes place in any City street or alley, paved or unpaved, during times of frozen or potentially frozen ground conditions.

(B) No permit shall be issued for work to be performed within the "red zone" as shown on the Ketchum Zoning Map from July 1 to September 15 of each year. The purpose of this prohibition is to minimize the impacts of construction to the public.

(C) The Administrator may grant an exception in writing to the above prohibitions when project and weather conditions warrant an exception, or if the applicant uses microtrenching or similar method to minimize asphalt repairs, or can demonstrate extraordinary circumstances. Exceptions granted may require full lean concrete backfill from the bedding material to the base material, in addition to other restoration requirements deemed necessary by the Administrator under the circumstances.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Further Recommendation by City Council

In the event that the Administrator seeks further recommendation on a specific right-of-way project, the Administrator, upon their discretion, may take the application to City Council for further discussion prior to making a final decision on approval. Such decision shall be reviewed pursuant to §16.07.020.E.

(2) Conditions of Approval

Prior to any street or right-of-way excavation or improvement, the permittee and contractor are responsible for being aware of the following conditions and are held responsible for ensuring all following conditions shall be met:

(A) Prior to any excavation, the contractor shall be responsible for contacting the Streets and Facilities Department to notify that the work is being performed on the right-of-way or City utility easement. In addition, the contractor must contact all utility companies that have existing utility lines within the project site or use a subcontractor to locate utilities within the project site.

(B) The contractor or permittee must establish a bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(C) In the event the permittee does not repair the City right-of-way, the City may complete any paving required to complete the restoration work necessitated by the excavation of the permittee. The permittee will be held responsible for the costs of such repairs. The City may pursue recovery of such costs through any legally available means.

(D) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(3) Damage and Restoration

(A) Any person who damages or causes damage to any street or alley within the city shall be required to notify the Administrator of such damage and shall be required to repair such damage at no expense to the City pursuant to the conditions for such repairs as set forth by the Administrator.

(B) Should any person fail to repair such damage pursuant to the provisions above, then the City shall repair the same, and the cost shall be borne by such person.

(C) The amount of such repairs borne by the City shall constitute a debt owed by such person to the City. Should such person fail or refuse to pay for or make arrangements in writing with the City to pay for the repairs within 60 days after completion and submission to such person of an itemized bill for the costs of such repairs including costs of materials, labor and equipment used, the City shall commence appropriate legal action to recover the same.

(4) Expiration of Approval

A Dig Permit shall expire 60 days after the date of issuance, unless otherwise specified in the Dig Permit.

(5) Revocation of Approval

The City may stop the work at any time that it is being done beyond the scope of the description of work as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety, and welfare of the people of the City. The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing a Dig Permit application, the Administrator or City Council shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic conditions at the proposed location and/or winter road conditions, at the discretion of the Administrator, do not require rejection of a permit application.

(3) The improvement or construction work in the right-of-way follows all other regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(4) There are not negative impacts on law enforcement, Streets and Facilities Department operations, utility service operations, safety services, pedestrians, and other users.

(5) There are not significant reductions in parking spaces due to the right-of-way improvement or construction.

(6) All work done in the right-of-way complies with ADA and MUTCD regulations.

(7) The applicant has not previously had a permit revoked.

(8) If the application had previously been issued a permit, all conditions of the permit have been satisfied.

E. Right-of-Way Encroachment Permit

1. Purpose

The purpose of a Right-of-Way Encroachment Permit is to protect and maintain public space by regulating the placement of building equipment, building material, commercial objects, or structures on or in any public right-of-way.

2. Applicability

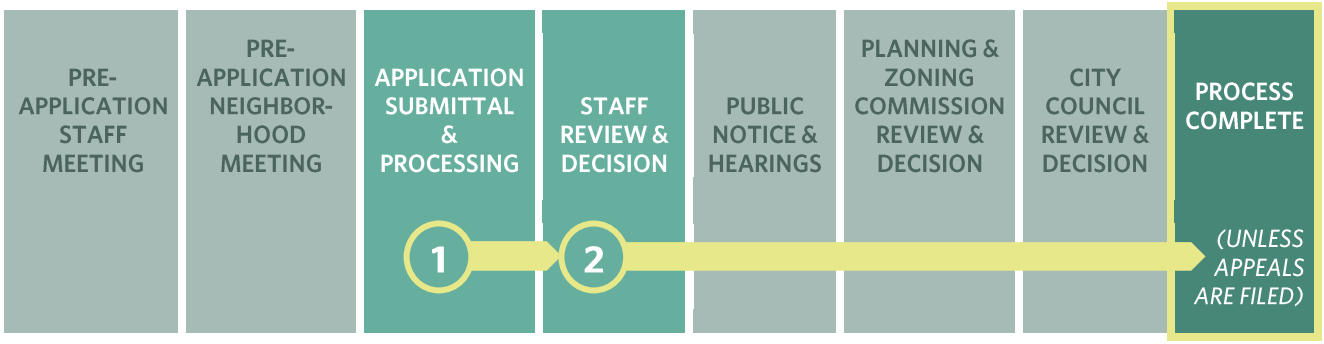
a. A Right-of-Way Encroachment Permit is required for:

(1) Any permanent encroachment of the public right-of-way, where a permanent fixture to the ground or a building will occur; and

(2) Any permanent or seasonal encroachment on the public right-of-way where the encroachment is not permanently affixed to the ground or a building.

b. In most cases a right-of-way encroachment agreement between the City and property owner will be required.

3. Procedure



(NOT REQUIRED)	(NOT REQUIRED)	(REQUIRED)	(REQUIRED)	(NOT REQUIRED)	(NOT REQUIRED)	(NOT REQUIRED)

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall be filed and approved prior to any commencement of work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Further Recommendation by City Council

In the event that the Administrator seeks further recommendation on a specific right-of-way project, the Administrator, upon their discretion, may take the application to City Council for further discussion prior to making a final decision on approval. Such decision shall be reviewed pursuant to §16.07.020.E.

(2) Conditions of Approval

(A) Each permit shall be valid for the time period approved by the Administrator.

(B) The permittee shall return all surfaces of the public right-of-way to the same or better condition than existed prior to permittee's use.

(C) The permittee shall be responsible for maintaining and repairing the public right-of-way in any way necessary to keep the right-of-way safe and clean.

(D) If there is change of ownership of the property attached to the encroachment, the permit is terminated. The exception to this is when a right-of-way encroachment agreement has been recorded with the property.

(E) If the permit expires or the City terminates the permit for any reason, the permittee shall remove any encroachments from the right-of-way and restore the property to a satisfactory condition at their own expense.

(F) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(3) Expiration of Approval

If no work has begun, a Right-of-Way Encroachment Permit shall expire 3 months from the date of issuance, unless otherwise specified in the Right-of-Way Encroachment Permit.

(4) Revocation of Approval

(A) The City may stop an encroachment at any time that there is an alteration in use or that it is being done beyond the scope of the description of encroachment as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to,

or potentially injurious to, the health, safety and welfare of the people of the City.

(B) The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing the Right-of-Way Encroachment Permit, the Administrator shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic and/or pedestrian conditions at a proposed location and/or winter road conditions may, in the discretion of the Administrator, require rejection of a permit application.

(3) The permittee has submitted a completed application for a permit and payment of all required fees.

(4) Encroachment into the right-of-way follows all regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(5) There are not negative impacts on law enforcement, streets division operations, utility service operations, safety services, pedestrians, and other users. Pedestrian clearance zone must meet or exceed four feet clearance width.

(6) There are not significant reductions in parking spaces due to the right-of-way encroachment.

(7) All encroachments in the right-of-way comply with ADA regulations.

(8) The applicant has not previously had a permit revoked.

(9) If the applicant has previously been issued a permit, all conditions of the permit have been satisfied.

F. Temporary Use of Right-of-Way Permit

1. Purpose

The purpose of a Temporary Use of Right-of-Way Permit is to protect and maintain the public right-of-way while allowing for temporary items to encroach into the right-of-way such as building equipment, building material, or commercial objects.

2. Applicability

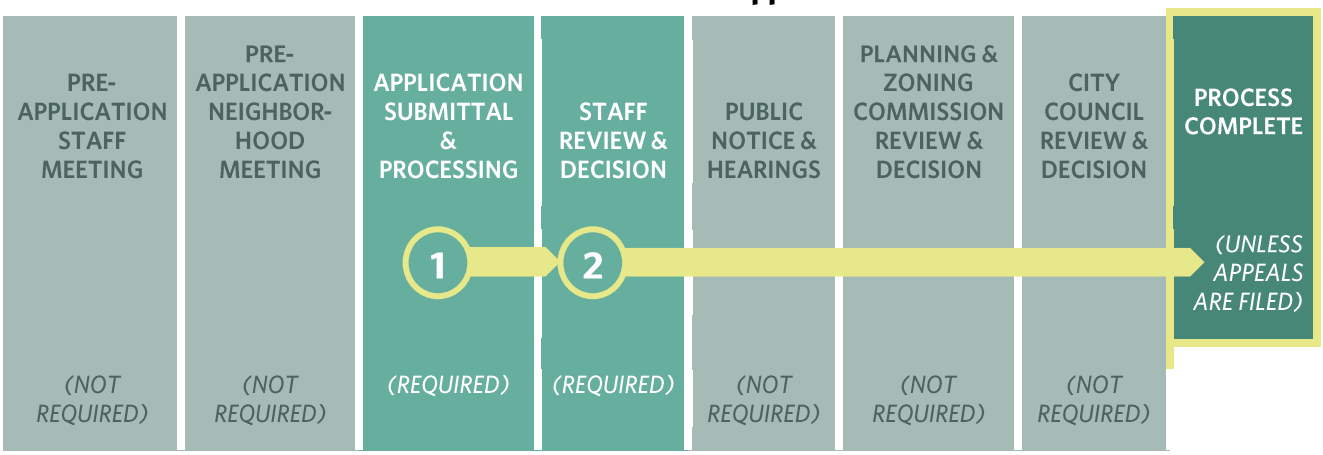
A Temporary Use of Right-of-Way Permit is required for any temporary occupancy or storage that encroaches on the public right-of-way and where there is no permanent fixture to the ground or a building.

3. Procedure

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall be filed and approved prior to any commencement of work.

b. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Conditions of Approval

(A) Each permit shall be valid for the time period approved by the Administrator.

(B) The permittee shall return all surfaces of the public right-of-way to the same or better condition than existed prior to permittee's use.

(C) The permittee shall be responsible for maintaining and repairing the public right-of-way in any way necessary to keep the right-of-way safe and clean.

(D) If there is change of ownership of the property attached to the encroachment, the permit is terminated. The exception to this is when a right-of-way encroachment agreement has been recorded with the property.

(E) If the permit expires or the City terminates the permit for any reason, the permittee shall remove any encroachments from the right-of-way and restore the property to a satisfactory condition at their own expense.

(F) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(2) Expiration of Approval

A Temporary Use of Right-of-Way Permit shall expire as specified in the approval of the permit.

(3) Revocation of Approval

(A) The City may stop an encroachment at any time that there is an alteration in use or that it is being done beyond the scope of the description of encroachment as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety, and welfare of the people of the City.

(B) The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing the Temporary Use of Right-of-Way Permit, the Administrator shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic and/or pedestrian conditions at a proposed location and/or winter road conditions may, in the discretion of the Administrator, require rejection of a permit application.

(3) The permittee has submitted a completed application for a permit and payment of all required fees.

(4) Encroachment into the right-of-way follows all regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(5) There are not negative impacts on law enforcement, streets division operations, utility service operations, safety services, pedestrians, and other users. Pedestrian clearance zone must meet or exceed four feet clearance width.

(6) There are not significant reductions in parking spaces due to the right-of-way encroachment.

(7) All encroachments in the right-of-way comply with ADA regulations.

(8) The applicant has not previously had a permit revoked.

(9) If the applicant has previously been issued a permit, all conditions of the permit have been satisfied.

G. Variances

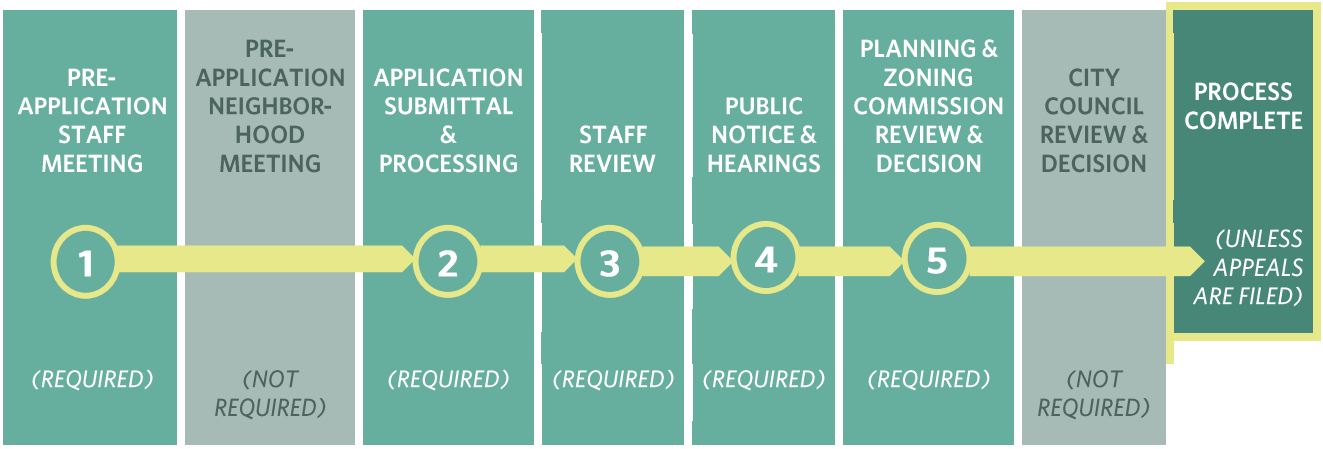
1. Purpose

The purpose of a Variance is to provide limited relief from the requirements of this Code where strict application of the Code would result in undue hardship preventing the use of land as otherwise allowed by the Code. A Variance shall not be considered a right or special privilege and is not intended to allow a use in a zoning district where it is not currently permitted, or to alleviate inconveniences or financial burdens imposed on landowners.

2. Applicability

A Variance is required for any property owner seeking relief from the strict application of requirements in this Code.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) An applicant may request a Subdivision Exception concurrently with an associated development application by submitting a request for a Subdivision Exception as part of the overall application package.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Review and Decision

The Planning and Zoning Commission shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 within 60 days of the public hearing.

(2) Effect of Approval

A Variance is not transferable from one parcel of land to another.

(3) Expiration of Approval

All Variances shall be issued and construction shall commence within six months from the date that such Variance is granted unless otherwise determined by the Commission; otherwise, the Variance shall no longer be considered valid.

4. Review Criteria

In reviewing a Variance, the Planning and Zoning Commission shall determine the application demonstrates all of the following:

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

b. The Variance is necessary because of the unique size, shape, topography, or location of the subject property;

c. The subject property is deprived, by provision of this Code, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone;

d. The need for the Variance is not the result of actions of the applicant or property owner;

e. The Variance does not create health and safety hazards;

f. The Variance does not relieve an applicant from any of the procedural provisions of this Code;

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;

h. The Variance does not relieve an applicant from conditions established during prior permit review;

i. The Variance does not allow establishment of a use that is not otherwise permitted in the zoning district in which the subject property is located; and

j. The Variance is the minimum necessary to grant relief to the applicant.

H. Wireless Communications Facility Permit

1. Purpose

The purpose of a Wireless Communications Facility (WCF) permit is to facilitate the City's permitting process and ensure compliance with the City's WCF regulations in §16.03.030.E.2.

2. Applicability

a. A WCF permit is required prior to the installation of a new or modification of an existing WCF. This provision shall not apply to routine maintenance of a WCF or to the replacement of any portion of the WCF with identical equipment on a WCF in conformance with §16.03.030.E.2, *Wireless Communication Facility.* However,

construction involving the replacement of support structure apparatus, antennas or any exterior alteration shall comply with all the requirements of this section.

b. The Administrator shall be the granting authority for WCFs collocating on an existing structure or street poles. The City Council must approve an encroachment permit for the street pole-mounted WCFs. The Planning and Zoning Commission shall be the granting authority for all other WCFs and all Master Development Plans.

c. Emergency service WCFs may obtain an exception from the City Council in order to preserve the public health and safety. In order to receive an exception, the City Council must determine that the modifications cannot comply with this section without an extreme burden to Ketchum residents. The exception shall be noticed pursuant to the public hearing requirements identified in §16.07.020.E.6.

3. Procedure

a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A. In addition:

(1) For any WCF permit application that requires Planning and Zoning Commission approval, a preapplication staff meeting shall be held with the Commission at a public meeting to discuss the proposed WCF in general terms, its compliance with the carrier's Master Development Plan and to clarify the filing requirements. The Commission shall meet with an applicant within 21 days following a written request submitted to the Administrator. If the Commission fails to meet with an applicant who has requested such a meeting within 21 days of such request and such meeting has not been postponed due to mutual agreement, the applicant may proceed with a WCF permit application without need for a preapplication staff meeting.

(2) The purpose of the meeting is to inform the Planning and Zoning Commission as to the preliminary nature of the proposed WCF and its relation to the Master Development Plan. As such, only the evidence of the inability to collocate is required. However, the applicant is encouraged to also submit sufficient preliminary architectural and/or engineering drawings to inform the Commission of the location of the proposed facility, as well as its scale and overall design.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Master Development Plan

(A) An approved Master Development Plan is required prior to the processing of any WCF permit application. The Administrator may waive the processing of a Master Development Plan if it can be demonstrated that a network of WCFs will not be required of the owner/operator of the proposed WCF.

(B) A Master Development Plan application shall include:

i. An application form that includes at a minimum:

(a) Name, address and telephone number of the applicant, any coapplicants as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.

(b) Name, address and telephone number of the licensed carrier.

(c) Original signatures for the applicant and all coapplicants applying for master development plan approval. If the applicant or coapplicant will be represented by an agent, the original signature authorizing the agent to represent the applicant and/or coapplicant.

(d) Application fee.

ii. A map encompassing the City and surrounding area within one mile drawn to scale of no less than one inch equals 500 feet, specifying the following:

(a) Location of proposed WCFs;

(b) Service area of each WCF;

(c) Street names of major streets and streets adjacent to identified WCF locations;

(d) All existing WCFs operated by the applicant and other carriers;

(e) Separation distance between proposed and existing WCFs measured in feet;

(f) Information demonstrating compliance with the standards of this section;

(g) Existing watercourses and natural features that restrict the placement of WCFs or the associated service areas; and

(h) North arrow, scale and legend.

(C) The Master Development Plan illustrates a carrier's expected network of WCFs within and adjacent to the City. It shall forecast five years in advance the approximate locations of future facilities and the area of service, but is not required to detail the specific type of facility (e.g., pole, roof, building attached). A Master Development Plan shall be submitted prior to the submittal of any WCF permit application by each company desiring placement of a WCF(s) within the city. The Master Development Plan shall be submitted and approved by the Planning and Zoning Commission prior to the processing of any WCF permit. Future amendments to each company's Master Development Plan shall be submitted and reviewed by the Commission prior to approval of additional facility locations.

(2) WCF Permit Application Materials

Applicants shall submit the following

(A) An application form that includes at a minimum:

i. Name, address and telephone number of the applicant, any coapplicants, as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.

ii. Name, address and telephone number of the property owner(s).

iii. Original signatures for the applicant and all coapplicants applying for a WCF permit. If the applicant or coapplicant will be represented by an agent the original signature authorizing the agent to represent the applicant and/or coapplicant.

iv. A complete legal description of the subject property.

v. Application fee.

(B) A site plan drawn to scale of no less than one inch equals 20 feet, specifying the following:

i. Location, type and height of the proposed WCF with setbacks;

ii. On site structures, land uses and zoning;

iii. Circulation. Adjacent roadways, ingress and egress from such roadways, parking and pedestrian circulation and access;

iv. Fences, signs, exterior lighting and storm drainage;

v. Property lines with dimensions, adjacent land uses, structures and zoning;

vi. Information demonstrating compliance with the standards of this section;

vii. Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property;

viii. North arrow, scale and legend; and

ix. The City, at its discretion, may waive any of the above site plan requirements for WCFs attached to existing structures.

(C) A written description of how the proposed WCF fits within the Master Development Plan.

(D) A landscape plan drawn to scale of no less than one inch equals 20 feet, specifying the following:

i. Existing and proposed landscaping indicating size, location and species of vegetation;

ii. Indication of existing vegetation to be removed or retained;

iii. Information demonstrating compliance with the screening standards of this section; and

iv. The landscape plan may be waived when the WCF is to be attached to a building and the equipment is located within the building.

(E) Elevation drawings or before and after photographs/drawings simulating and specifying the location and height of the antennas, support structures, equipment enclosure(s) and other accessory uses, fences and signs.

(F) Elevations of proposed aboveground equipment enclosures in compliance with the requirements of the Design Review procedure set forth in §16.07.030.C.

(G) A map indicating the service area of the facility.

(H) A map indicating locations and service areas of other WCF sites operated by the applicant and sites of other providers' facilities in the City and within one mile of the City's corporate limits.

(I) Four copies of all plans and one 11-inch by 17-inch paper reduction of each plan.

(J) Photo simulations of the proposed WCF from affected residential properties and public rights-of-way at varying distances.

(K) Evidence as specified in §16.03.030.E.2.b(3), *Collocation Requirement*.

(L) Written documentation demonstrating a good faith effort in locating facilities in accordance with §16.03.030.E.2.b(2), *Siting and Facility Type Priorities*.

(M) A description of the support structure or building upon which the WCF is proposed to be located, and the technical reasons for the design and configuration of the WCF.

(N) Signed and notarized statement by the applicant indicating:

i. The proposed tower shall accommodate collocation of additional antennas, and the applicant shall enter into leases with other providers on such tower;

ii. Certification that the antenna usage shall not interfere with other adjacent or neighboring transmission or reception functions;

iii. The applicant agrees to remove the WCF and equipment within 90 days after the site's use is discontinued; and

iv. The tower shall comply with all EIA standards and applicable federal and state laws and regulations and the City ordinances including FAA regulations.

(O) A lease agreement with the landholder that:

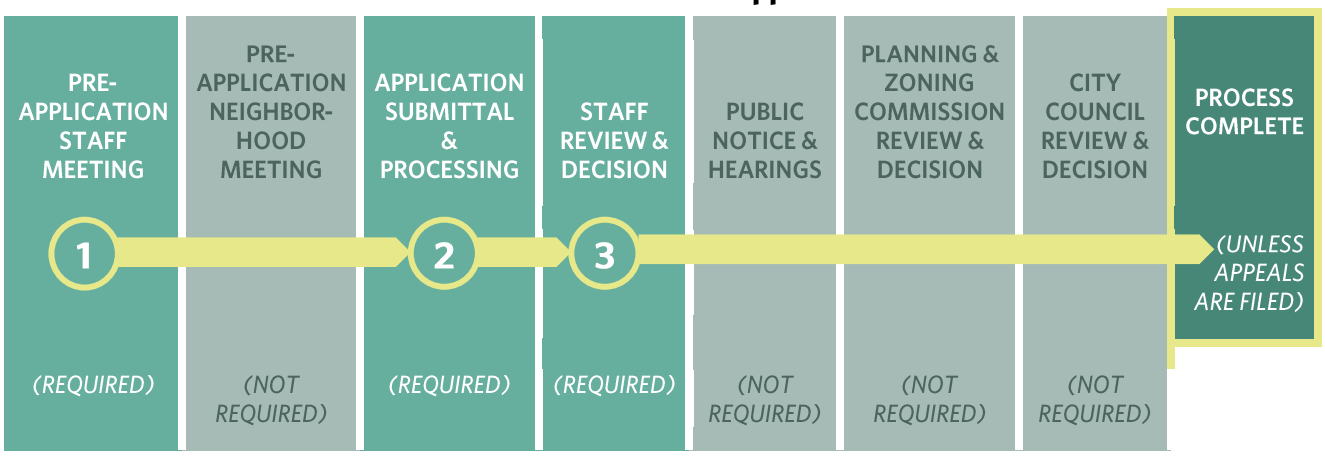
i. Allows the landholder to enter into leases with other providers; and

ii. Specifies that if the provider fails to remove the WCF and equipment within 90 days of its discontinued use, the responsibility for removal belongs to the landholder.

(P) The applicant shall demonstrate that it is licensed with the FCC.

(Q) A completed Right-of-Way Encroachment Permit application if the WCF is to be located within a public right-of-way.

c. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Expiration of Approval

(A) Construction or activation of a WCF shall commence within 90 days of approval of the WCF permit or the permit shall be null and void.

(B) At such time that a licensed carrier plans to abandon or discontinue operation of a WCF, such carrier shall notify the City by certified U.S. Mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the WCF shall be considered abandoned upon such discontinuation of operations.

(C) Upon abandonment or discontinuation of use, the carrier shall physically remove the WCF within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

i. Removal of antennas, support structures, equipment enclosures and security barriers from the subject property;

ii. Proper disposal of the waste materials from the site pursuant to local and state solid waste disposal regulations;

iii. Restoring the location of the WCF to its natural condition; except, any landscaping and grading shall remain in the after condition. Minor modification for integration with other landscaping or site design will be permitted and approved by staff.

(D) If a carrier fails to remove a WCF pursuant to this section, the City may cause the facility to be removed, and all expenses of removal shall be paid by the owner of the land where the facility is located.

(E) In the event that more than one provider is using the WCF, the WCF shall not be considered abandoned until all such users cease using the structure as provided in this section.

(2) Extension of Approval

A 90-day extension may be granted by the approving body due to weather conditions or other extenuating circumstances beyond the control of the applicant as accepted by the approval body. Requests and approvals of extensions shall be made in writing.

(3) Revocation of Approval

(A) Reasons for Revocation

An approved permit may be revoked for the following reasons:

i. Construction and/or maintenance operation of a WCF at an unauthorized location;

ii. Construction or operation of a WCF in violation of any of the terms and conditions of this section or the conditions attached to the permit;

iii. Misrepresentation or lack of candor by or on behalf of an applicant, permittee or wireless communication provider in any application or written or oral statement upon which the City substantially relies in making the decision to grant, review or amend any permit pursuant to this chapter;

iv. Abandonment of the WCF as set forth in §16.07.030.H.3.c(1) above; or

v. Failure to promptly cure a violation of the terms or conditions of the permit.

(B) Notice

In the event the City believes that grounds exist for revocation of a permit, the permittee shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the permittee a reasonable period of time, not exceeding 30 calendar days, to furnish evidence:

i. That corrective action has remedied the violation or noncompliance;

ii. That rebuts the alleged violation or noncompliance; and/or

iii. That it would be in the public interest to impose some penalty or sanction less than revocation.

(C) Hearing

In the event that a permittee fails to provide evidence reasonably satisfactory to the City as provided in §16.07.030.H.3.c(3)(B) above, the City shall refer the apparent violation or noncompliance to the Planning and Zoning Commission.

i. The Commission shall provide the permittee notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.

ii. The Commission shall issue a written decision revoking the WCF permit or imposing such lesser sanctions as may be deemed appropriate under the circumstances.

iii. In making its decision, the Commission shall consider the following:

(a) Whether the misconduct was egregious;

(b) Whether substantial harm resulted;

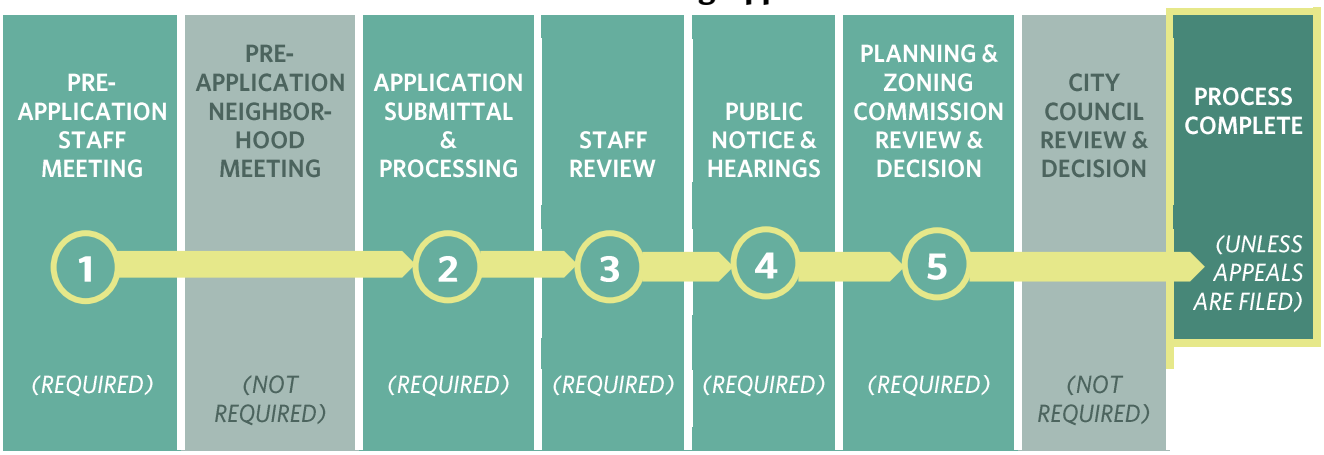
(c) Whether the violation was intentional;

(d) Whether there is a history of prior violations of the same or other requirements;

(e) Whether there is a history of overall compliance; and

(f) Whether the violation was voluntarily disclosed, admitted, or cured.

d. Review and Action: Public Hearing Approvals



(1) All applications shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E, with the same modifications listed for administrative approvals above. In addition, for street light mounted WCFs, a Right-of-Way Encroachment Permit shall be submitted with the WCF application to be reviewed by the City Council following WCF approval by the Planning and Zoning Commission.

e. Review Criteria

In reviewing a wireless communication facility permit application, the decision-making body shall determine whether the application complies with the standards in §16.03.030.E.2, *Wireless Communication Facility*.

16.07.040. Signs

A. Master Signage Plan

1. Purpose

The purpose of a Master Signage Plan is to provide a mechanism to verify that the entirety of a development, including individual tenants, is compliant with Chapter 16.05, *Signs*. Additionally, Master Signage Plans provide for enhanced aesthetic quality and unified presentation of signage throughout a development site.

2. Applicability

a. A Master Signage Plan shall be required for:

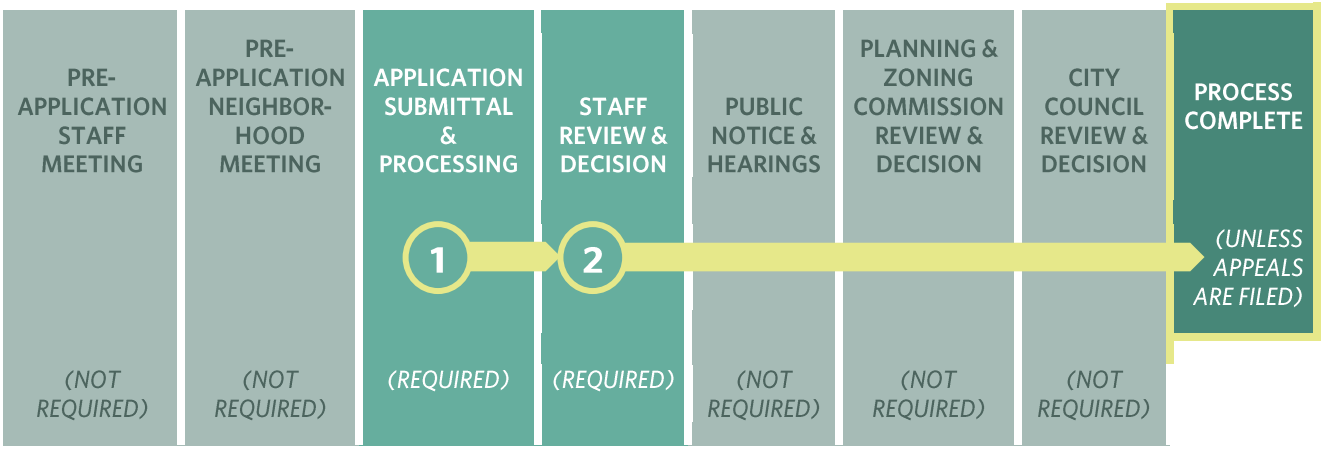
(1) Any new construction for all hotels, commercial, industrial, multi-family residential and mixed use projects; and

(2) Existing multi-tenant buildings (two or more businesses or residences) and institutional and other commercial buildings when any tenant applies for new signage, except when new signage remains consistent with existing signage for the building.

b. A new business in a multi-tenant building must comply with a previously approved sign plan, unless a new sign plan for all tenants is submitted and approved.

c. Master Signage Plans for existing buildings shall be considered and decided by the Administrator pursuant to this section. All other Master Signage Plans shall be reviewed and decided by the Planning and Zoning Commission pursuant to the Design Review procedure in §16.07.030.C.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. Master Sign Plan applications shall be submitted concurrently with the Design Review application for the subject property.

b. Review and Action

(1) An application for a new or amended Master Signage Plan for an existing building(s) shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D.

(2) An application for any other Master Signage Plan shall be reviewed through the Design Review procedure in §16.07.030.C.

c. Individual Tenant Sign Permits Required

Following approval of a Master Signage Plan, separate Sign Permits shall be required for all new signs prior to installation following the procedure in §16.07.030.B.

4. Review Criteria

In reviewing a Master Signage Plan, the Administrator or Planning and Zoning Commission shall determine that all proposed signs in the development comply with Chapter 16.05, *Signs* and the Design Review standards in §.16.04.080.

B. Sign Permit

1. Purpose

The purpose of a Sign Permit is to ensure compliance with Chapter 16.05, *Signs*.

2. Applicability

a. A Sign Permit is required pursuant to Chapter 16.05, *Signs*.

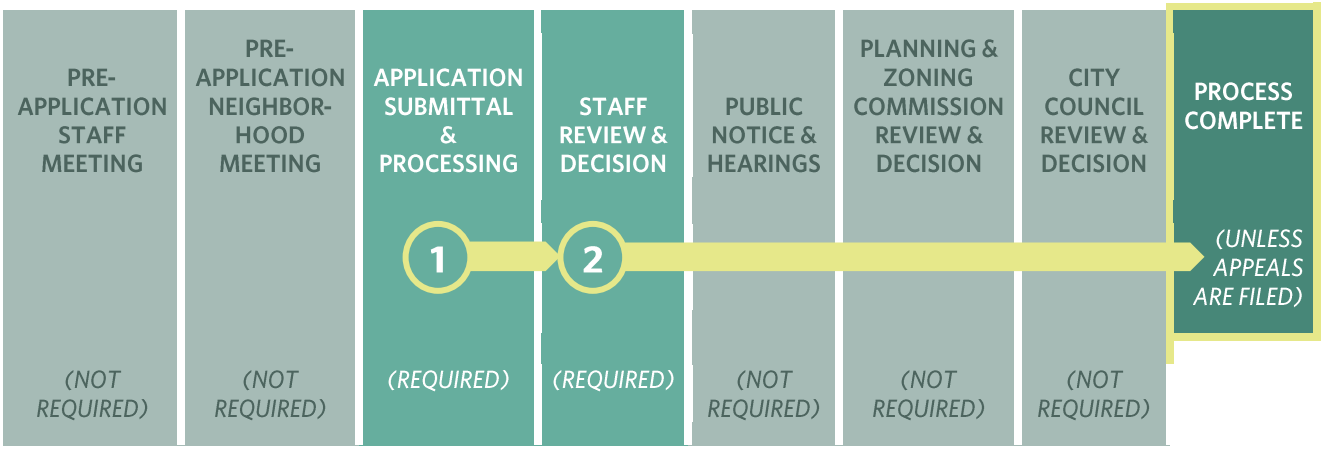
b. If the application includes a historic sign replica or landmark sign as defined in this Code, the Historic Preservation Commission shall be the decision-making body.

3. Procedure

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

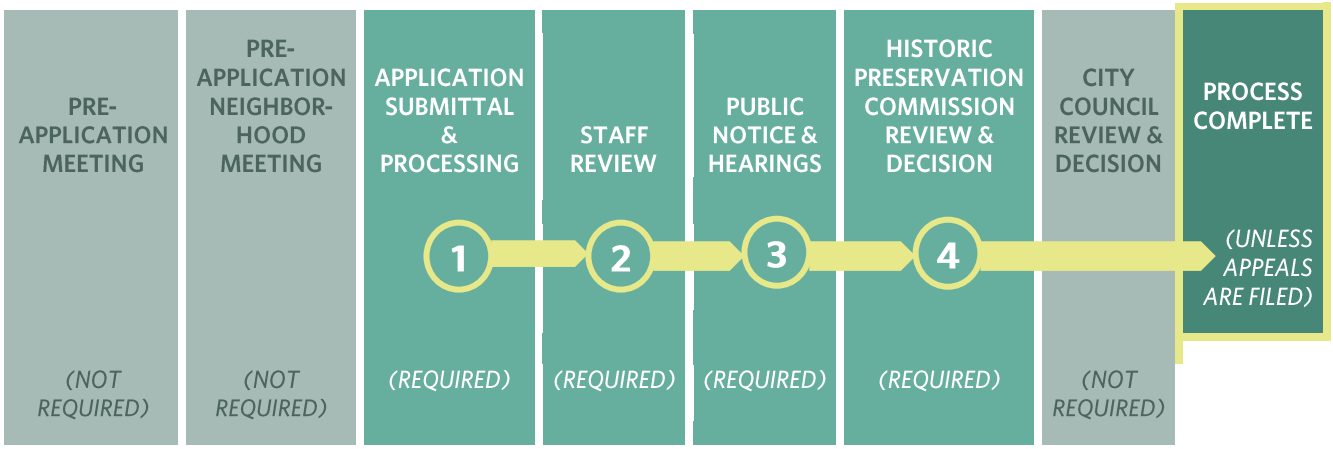
(1) Expiration of Approval

The sign authorized by a Sign Permit shall be completed and erected within six months of the date of issuance.

(2) Extension of Approval

One extension of up to six months may be authorized by the Administrator. The applicant shall submit the request for extension in writing to the Administrator and include justification for the request. The Administrator shall make a written determination regarding their decision to approve or deny the extension. Both the request and the determination shall be made part of the Sign Permit record.

c. Review and Action: Public Hearing Approvals



The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E, with the same modifications listed for administrative approvals above.

4. Review Criteria

In reviewing a Sign Permit application, the Administrator or Historic Preservation shall determine:

a. Whether the application complies with the standards in Chapter 16.05, *Signs;*

b. Whether the application complies with any applicable Master Sign Plan; and

c. If the application includes a historic sign replica or landmark sign, the sign is significant to the history, culture, or appearance of Ketchum.

16.07.050. Floodplain

A. Purpose of all Floodplain Procedures

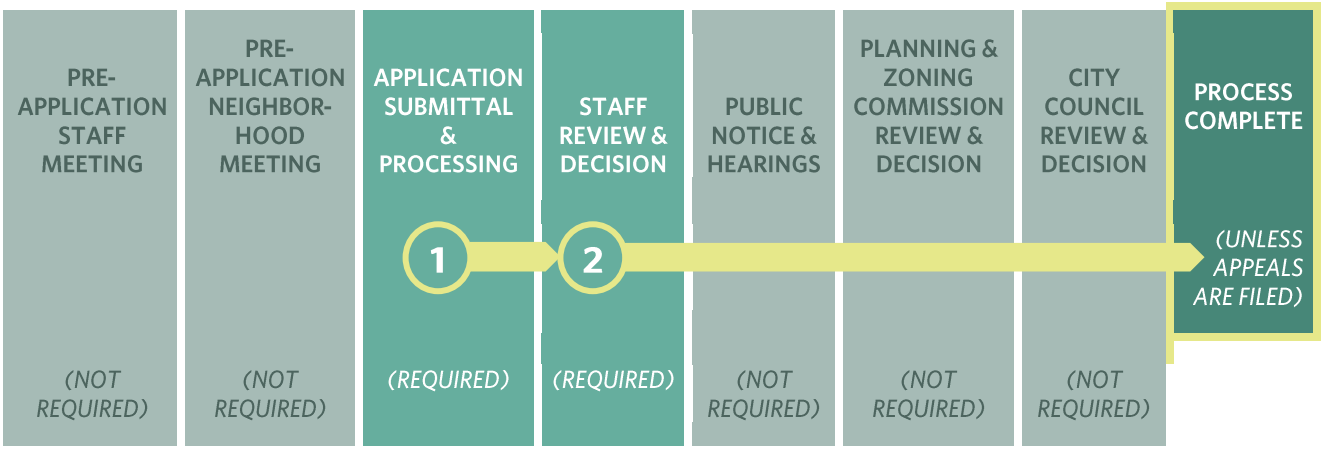
The purpose of the floodplain procedures in this section is to minimize public and private losses due to flood conditions in specific areas and to provide a mechanism to ensure compliance with this Code by providing a thorough permitting and inspection process for all floodplain development activities.

B. Emergency Riparian Alteration

1. Applicability

An emergency Riparian Alteration Permit is required for emergency work within a riparian zone. An emergency shall be defined as set forth in §16.02.060.A.3.a.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applicants shall submit the following:

(A) Description of the emergency impact to public health, safety or welfare;

(B) Name of proposed contractor or executor of work;

(C) Description of proposed work;

(D) Nonrefundable application fee in the amount as set by the City Council; and

(E) Where applicable, a waiver from the Idaho Department of Water Resources as specified under Idaho Code section 42-3808, and the stream channel alteration rules of the Idaho Water Resource Board.

(2) Upon submittal of the application, the applicant shall contact the Floodplain Administrator to arrange for a site inspection. The Floodplain Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Site Inspection

Upon receipt and review of a completed application, a site inspection shall be performed by the Floodplain Administrator. Written findings of fact and conclusions of law granting or denying the application will be prepared for City records and the applicant upon the conclusion of the site inspection and within five working days from the date of the decision.

(2) Conditions of Approval

Conditions that may be required for the granting of a permit include, but are not limited to, the following:

(A) The Administrator may require the applicant to post financial security pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*, and enter into an agreement with the City, to mitigate possible impacts of the proposed work.

(B) The proposed action shall be conducted so as to minimize the impact on riparian vegetation and soil stability.

(C) If an emergency permit is granted, the applicant shall apply for a Riparian Alteration Permit under §16.07.050.E within six months from the date of the issuance of the emergency permit.

(D) If a Riparian Alteration Permit under §16.07.050.E and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following the issuance of the emergency permit or by another date specified by approval authority.

(E) Copies of the approved emergency permit shall be posted on site throughout the duration of the work.

c. Review Criteria

In reviewing an emergency Riparian Alteration Permit application, the Floodplain Administrator shall determine the proposed emergency work:

(1) Is not contrary to the public health, safety, or welfare; and

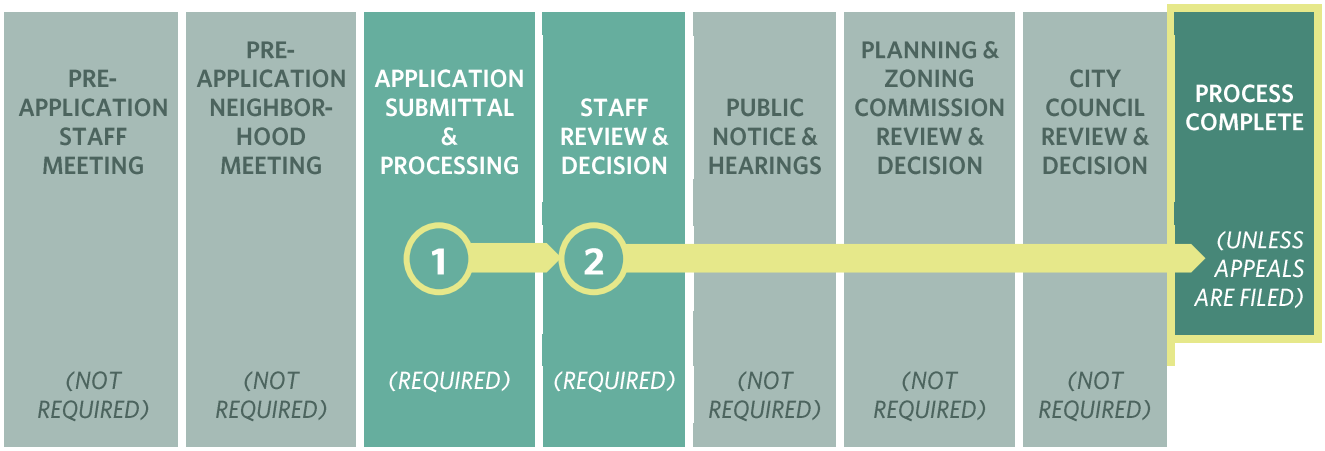
(2) Is consistent with the adopted City policies regarding riparian areas and river systems.

C. Emergency Stream Bank Stabilization

1. Applicability

An Emergency Stream Bank Stabilization Permit is required for emergency work within a stream bank. An "emergency" is defined in §16.02.060.A.3.a.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applicants shall submit the following:

(A) Description of the emergency impact to public health, safety or welfare;

(B) Name of proposed contractor or executor of work;

(C) Description of proposed work;

(D) Nonrefundable application fee in the amount as set by the City Council; and

(E) Where applicable, a waiver from the Idaho Department of Water Resources as specified under Idaho Code section 42-3808, and the stream channel alteration rules of the Idaho Water Resource Board.

(2) Upon submittal of the application, the applicant shall contact the Floodplain Administrator to arrange for a site inspection. The Floodplain Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Site Inspection

Upon receipt and review of a completed application, a site inspection shall be performed by the Floodplain Administrator. Written findings of fact and conclusions of law granting or denying the application will be prepared for City records and the applicant upon the conclusion of the site inspection and within five working days from the date of the decision.

(2) Conditions of Approval

Conditions that may be required for the granting of a permit include, but are not limited to, the following:

(A) The Floodplain Administrator may require the applicant to post financial security pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*, and enter into an agreement with the City, to mitigate possible impacts of the proposed bank stabilization work.

(B) The proposed work for the emergency stream bank stabilization work shall be conducted so as to minimize the impact on riparian vegetation and soil stability.

(C) If an Emergency Stream Bank Stabilization Permit is granted, the applicant shall apply for a Floodplain Development Permit under §16.07.050.D within six months from the date of the issuance of the Emergency Stream Bank Stabilization Permit.

(D) If a Floodplain Development Permit under §16.07.050.D and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following the issuance of the Emergency Stream Bank Stabilization Permit or by another date specified by the Floodplain Administrator or other governmental agency.

(E) Copies of the approved Emergency Stream Bank Stabilization Permit shall be posted on site throughout the duration of the stabilization work.

c. Review Criteria

In reviewing an emergency Riparian Alteration Permit application, the Floodplain Administrator shall determine the proposed emergency work:

(1) Is not contrary to the public health, safety, or welfare; and

(2) Is consistent with the adopted City policies regarding riparian areas and river systems.

D. Floodplain Development Permit

1. Applicability

a. A Floodplain Development Permit is required if development will occur in the SFHA.

b. Consistent with Idaho Code sections 46-1021 and 46-1022, operation, cleaning, maintenance or repair of any ditch, canal, lateral, drain, diversion structure or other irrigation or drainage works, as defined within this guidance document, do not constitute development under Idaho law and therefore do not require either a GIFD permit or an individual permit. The below list of activities delineates some activities that do not require a permit. The list is not exhaustive. The Floodplain Administrator must exercise their professional judgement when reviewing activities to determine if an activity requires a permit. When in doubt, the Floodplain Administrator should seek consultation from the IDWR floodplain coordinator to determine permit necessity.

(1) General farming, pasture, horticultural activities, and forestry that do not involve earthwork that permanently alters the topography or any clearing/grubbing of an area.

(2) Grading of existing roads or easements along or near channels and within the SFHA, provided that the grading does not add fill within the regulatory floodway or SFHA.

(3) Maintenance of underground utilities (work must not permanently alter topography).

(4) In-kind replacement of existing piers or posts supporting a conforming deck.

(5) Activities associated with land-surface construction stormwater best management practices ("BMP"), provided the measures are temporary in nature (i.e. not in place for longer than 180 days) or do not increase the BFE. Examples of stormwater BMP activities that do not require a permit include the following: dust control; materials and equipment covers; mulching; geotextile fabrics; matting; bio-filter bags; fiber rolls; silt fences; vegetative buffer strips; temporary swales; and temporary berms.

(6) New installation or maintenance of non-solid fences constructed parallel to the flow of water during a flood event. Non-parallel or solid fences that block the flow will need to go through the individual permitting process.

(7) Activities that fall under the scope of a Riparian Alteration Permit as described in §16.07.050.E.

(8) When development proposed within the riparian zone, that also contains SFHA or floodway, consists only of removing four or fewer hazard trees and/or minor alteration of riparian vegetation, a full Floodplain Development Permit is not required; a Riparian Alteration Permit is required. The removal of four or more trees is considered a major riparian alteration.

(9) When development is proposed in a riparian zone that is located or overlaps with the Floodplain Overlay district a Floodplain Development Permit shall be required and all riparian zone regulations shall be evaluated and are applicable.

(10) If the Floodplain Administrator, in their sole discretion, determines that a project cannot be approved administratively, the Planning and Zoning Commission shall consider and approve, approve with conditions, or deny applications for Floodplain Development Permits. Criteria for sending applications to the Commission includes, but is not limited to:

(A) Encroachments proposed within the floodway;

(B) Stream alteration projects containing riprap;

(C) Stream alteration projects including gravel extraction; and

(D) Stream alteration projects involving multiple separate parcels of land.

2. Procedure

a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

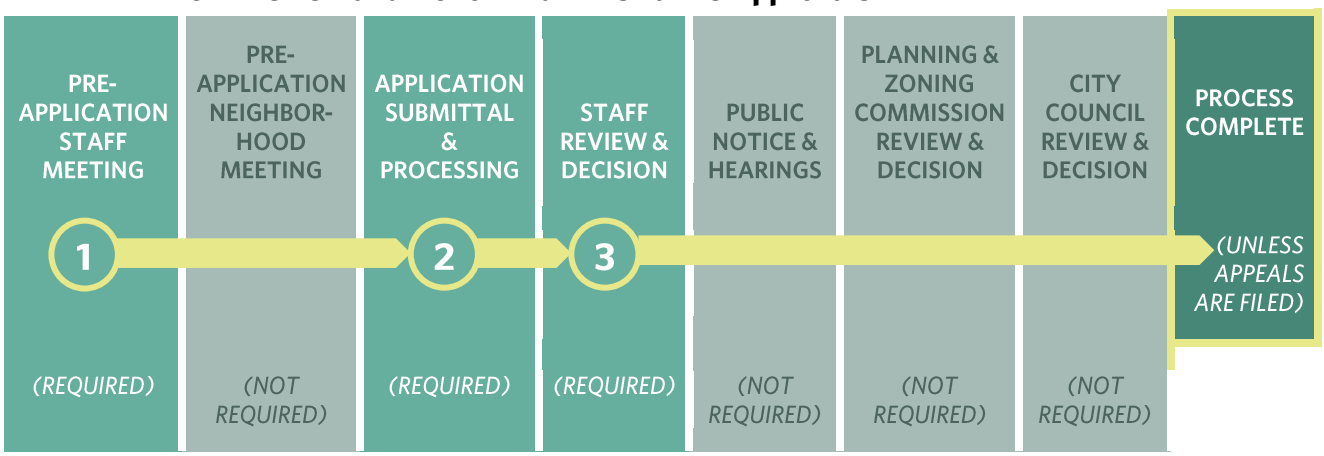
b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applications may be made simultaneous with development applications (such as Conditional Use Permits, lot line shifts, and Preliminary Plats) where applicable, and prior to application for a Building Permit.

(2) Grading and drainage plans submitted with an application shall be prepared by a licensed civil engineer.

c. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Affidavit Required

Prior to issuance of any Floodplain Development Permit, the property owner or their authorized agent shall acknowledge by executed written affidavit that the property is located within the one percent annual chance floodplain (SFHA) as defined herein and that a violation of the terms of this section shall cause the City to seek legal remedies.

(2) Public Notice

(A) The Floodplain Administrator shall provide mailed notice of an application pursuant to §16.07.020.E.6.c(3) The alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

(3) Conditions of Approval

Conditions of approval may include, but not be limited to:

(A) Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.

(B) An as-built certification, with supporting documentation such as an as built survey of the project area and channel cross sections produced by a surveyor or engineer licensed in Idaho demonstrating that the project was constructed pursuant to the approved plans, shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work.

(C) Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such

restoration may be required prior to commencement of such work pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(D) Maintenance and monitoring plan for projects including stream alteration and riparian zone alterations.

(E) Bond or surety guarantee for work occurring on City-owned parcels.

(4) Expiration of Approval

The term of a Floodplain Development Permit shall be 12 months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or Planning and Zoning Commission, or upon Appeal, the date the findings of fact, conclusions of law, and decision are signed by the appellate body. Application must be made and all applicable fees paid for a Building Permit or Grading Permit with the Planning and Building Department during the 12-month term. Once a Building Permit or Grading Permit has been issued, the approval shall be valid for the duration of the Building Permit or Grading Permit. Unless an extension is granted as set forth below, failure to file a complete Building Permit application (if required) for a project pursuant to these provisions shall cause the approval to be null and void.

(5) Extension of Approval

(A) The City may, upon written request by the applicant prior to expiration of the Floodplain Development Permit approval, grant a maximum of two 12-month extensions. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the Planning and Zoning Commission. Whether or not an extension is warranted shall be based on the following considerations:

i. Whether there have been significant amendments to the City's Comprehensive Plan, special studies, draft or interim floodplain maps, or ordinances that will apply to the subject approval;

ii. Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project; a revised no adverse impact statement may be required prior to granting a permit extension;

iii. Whether hazardous situations have developed or have been discovered in the project area; or

iv. Whether community facilities and services required for the project are now inadequate.

(B) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension may be granted with conditions of approval to remedy any unmet requirements, or the City may choose not to grant an extension. Otherwise the City shall approve such an extension.

(C) The decision shall be issued in writing.

(D) No extensions shall be granted for an expired Floodplain Development Permit.

(6) Inspection Procedures

(A) For structures located wholly or partially in the regulatory floodplain:

i. A building under construction elevation certificate (FEMA Form 86-0-33) is required after the lowest floor is established.

(a) Within seven calendar days of establishment of the lowest floor elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the lowest floor, in relation to mean sea level. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted.

(b) Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

ii. A final as-built finished construction elevation certificate (FEMA Form 86-0-33) is required after construction is completed and prior to certificate of compliance/occupancy issuance.

iii. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the lowest floor and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.

iv. The finished construction elevation certificate certifier shall provide at least two photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least three inches by three inches. Digital photographs are acceptable.

(B) For riparian setback areas:

i. Development associated with a Building Permit. Prior to final Building Permit inspection and issuance of a Certificate of Occupancy, planning staff shall conduct a site inspection to verify that the project was

constructed per the approved plans and that all conditions of approval have been satisfied.

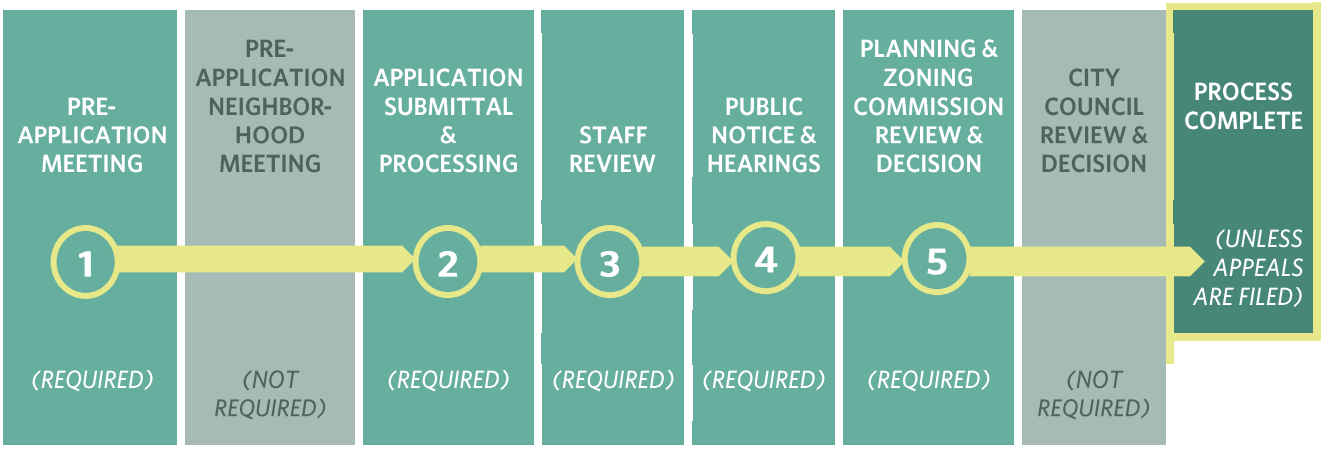
ii. Development not associated with a Building Permit. Planning staff shall conduct a site inspection to verify that the project was constructed in general conformance with the approved plans and that all conditions of approval have been satisfied. The site visit shall be documented with a written memo to the application file

(7) Special Requirements for Building Permits

(A) For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet or greater, the building owner shall sign a non-conversion agreement, that shall run with the property, promising not to improve, finish or otherwise convert the area below the lowest floor to living area and granting the City the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.

(B) Prior to issuance of any Building Permit for a structure located partially or wholly within the one percent annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the Building Official.

d. Review and Action: Public Hearing Approvals



The application shall be reviewed pursuant to the common review procedures in §16.07.020.E, with the same modifications listed for administrative approvals above; however, public notice shall follow the standard notice requirements for public hearing approvals in 16.07.020.E.6.

3. Review Criteria

In reviewing a Floodplain Development Permit application, the Floodplain Administrator or Planning and Zoning Commission shall determine whether the application complies with the standards in §16.02.060.A, *FP: Floodplain Overlay District,* and the following:

a. All Applications

(1) The proposal preserves or restores the inherent natural characteristics of the river, floodplain, and riparian zone, including riparian vegetation and wildlife habitat. Development does not alter river channel unless all stream alteration criteria for evaluation are also met.

(2) No temporary construction activities, encroachment, or other disturbance into the 25-foot riparian zone, including encroachment of below grade structures, shall be permitted, with the exception of approved stream stabilization work and restoration work associated with a riparian zone that is degraded.

(3) No permanent development shall occur within the 25-foot riparian zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this section, or exceptions as described below:

(A) Access to a property where no other primary access is available;

(B) Emergency access required by the Fire Department;

(C) A single defined pathways or staircases for the purpose of providing access to the river channel and in order to mitigate multiple undefined social paths;

(D) Development by the City.

(4) New or replacement planting and vegetation in the riparian zone shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings most commonly include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle. However, in rare instances the distance from the top-of-bank to the mean high water mark is significant and the native vegetation appropriate for the riparian zone are low growing, drought resistant grasses and shrubs. Replacement planting and vegetation shall be appropriate for the specific site conditions. Proposal does not include vegetation within the 25-foot riparian zone that is degraded, not natural, or that does not promote bank stability.

(5) Landscaping and driveway plans to accommodate the function of the floodplain allow for sheet flooding. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

(6) Floodwater carrying capacity is not diminished by the proposal.

(7) Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not negative.

(8) Building setback in excess of the minimum required along waterways is encouraged. An additional ten-foot building setback beyond the required 25-foot riparian zone is encouraged to provide for yards, decks, and patios outside the 25-foot riparian zone.

(9) The top of the lowest floor of a building located in, or partially within, the SFHA shall be at or above the flood protection elevation (FPE). A building is considered to be partially within the SFHA if any portion of the building or appendage of the building, such as footings, attached decks, posts for upper story decks, are located within the SFHA. See Figure 02-1: *Preferred Crawl Space Construction* and Figure 02-2: *Below Grade Crawl Space Construction* to reference construction details. See §16.08.020 for definition of "lowest floor."

(A) In the SFHA where base flood elevations (BFEs) have been determined, the FPE shall be 24 inches above the BFE for the subject property; 24 inches or two feet is the required freeboard in city limits, unless in the AO zone where the elevation requirements in §16.02.060.A.1.g(2)(B), *Residential Construction* and 16.02.060.A.1.g(2)(C), *Nonresidential Construction* apply.

(B) In the SFHA where no BFE has been established, the FPE shall be at least two feet above the highest adjacent grade.

(10) The backfill used around the foundation in the SFHA floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent.

(A) Compensatory storage shall be required for any fill placed within the floodplain. Compensatory storage does not include any fill used to raise buildings to meet the FPE or for the required grade away from the building.

(B) A CLOMR-F shall be obtained prior to placement of any additional fill in the floodplain.

(11) All new buildings located partially or wholly within the SFHA shall be constructed on foundations that are designed by a licensed professional engineer.

(12) Driveways shall comply with City street standards; access for emergency vehicles has been adequately provided for by limiting flood depths in all roadways to one foot or less during the one percent annual chance event.

(13) Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.

b. Additional Criteria - Stream Alterations

(1) The proposal is shown to be a permanent solution and creates a stable situation.

(2) No increase to the one percent annual chance flood elevation at any location in the community, based on hydrologic and hydraulic analysis performed pursuant to standard engineering practice and has been certified and submitted with supporting calculations and a No Rise Certificate, by a registered Idaho engineer.

(3) The project has demonstrated no adverse impact or has demonstrated all impacts will be mitigated.

(4) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work.

(5) Fish habitat shall be maintained or improved as a result of the work proposed.

(6) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.

(7) The work proposed is for the protection of the public health, safety, and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.

c. Additional Criteria - Wetlands

Where development is proposed on a property with wetlands, the development must avoid impacts to the wetland areas. Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with an equal amount and quality of new wetland area or riparian habitat improvement. Where impact cannot be avoided, the applicant must submit an alternatives analysis to demonstrate that the proposed design:

(1) Cannot avoid impact to wetlands; and

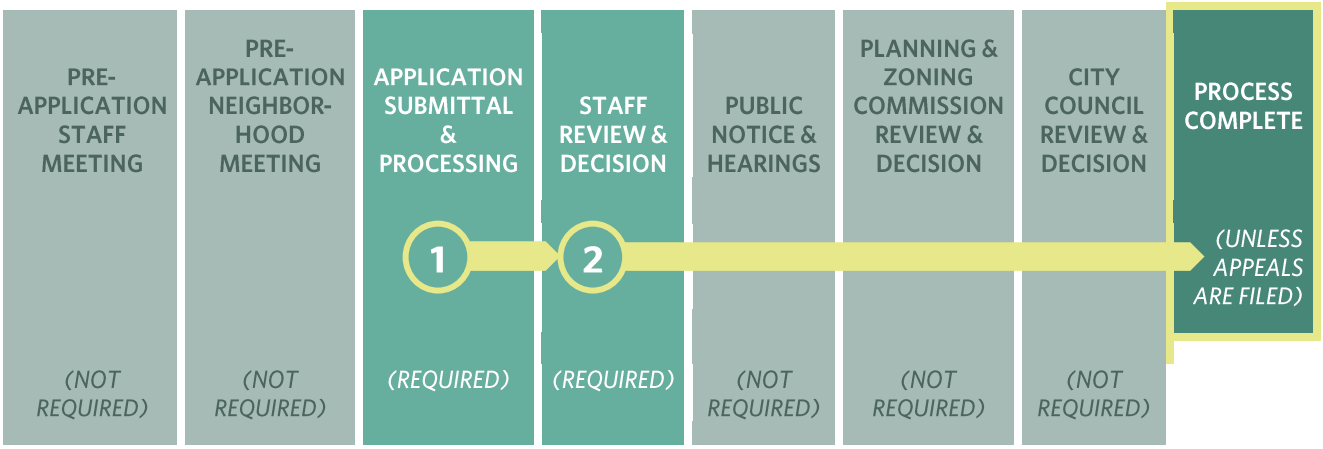
(2) Minimizes impact to wetland to the greatest degree possible.

E. Minor Riparian Alteration Permit

1. Applicability

A Minor Riparian Alteration Permit is required when the removal or planting of vegetation is proposed in a riparian zone prior to any and all development, as defined in §16.08.020.

2. Procedure



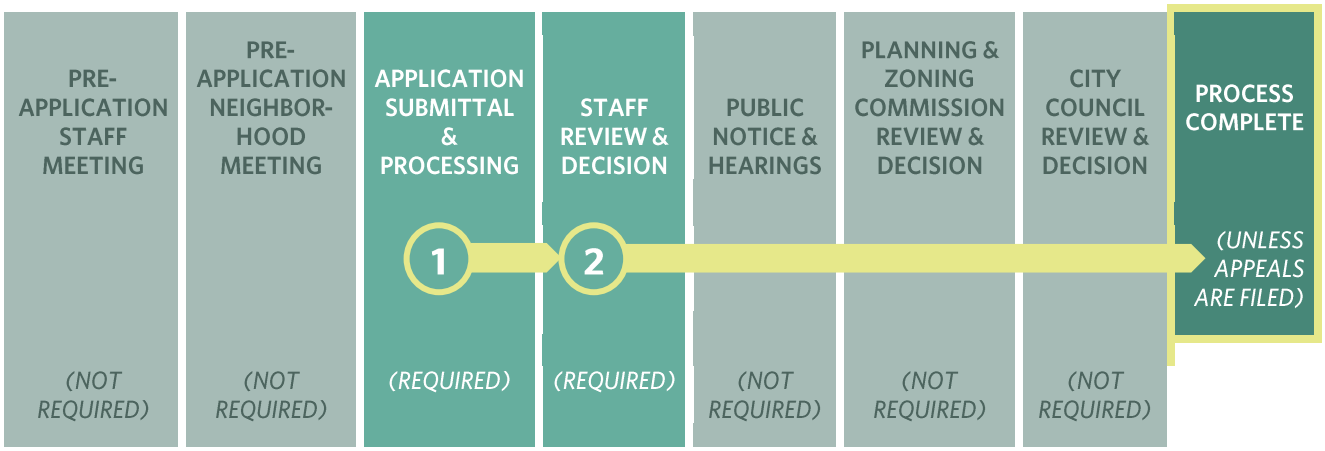
Minor Riparian Alteration Permits shall comply with the procedure for Floodplain Development Permits pursuant to §16.07.050.D.

F. Temporary Flood Control Barrier

1. Applicability

A Temporary Flood Control Barrier Permit is required to install temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D.

3. Review Criteria

In reviewing a temporary flood control barrier application, the Floodplain Administrator shall determine whether the proposed temporary flood control barrier is contrary to the public health, safety, or welfare and complies with the requirements in §16.02.060.A.5.

G. Floodplain Development Variance

1. Applicability

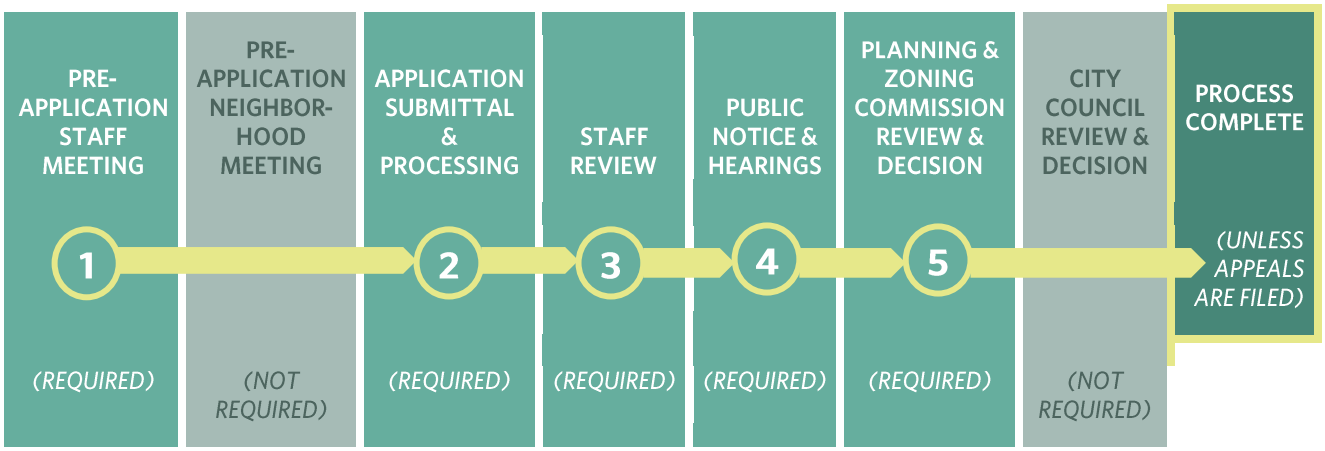
A Floodplain Development Variance is required for any of the following development types that are seeking modifications of the standards in §16.02.060.A, *FP: Floodplain Overlay District*:

a. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the Variance is the minimum necessary to preserve the historic character and design of the structure;

b. Functionally dependent facilities, if determined to meet the definition as stated in §16.08.020, provided provisions of this section, have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

c. Any other type of development, provided it meets the requirements of this section.

2. Procedure



An application for a Floodplain Development Variance shall be processed under the general Variance procedure in §16.01.010.A. In addition:

a. Conditions of Approval

(1) Variances shall only be issued prior to development permit approval.

(2) Any applicant to whom a Variance is granted shall be given written notice that the structure will be permitted to be built with a lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(3) The City will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a Variance at least 30 calendar days prior to granting the Variance.

3. Review Criteria

The Planning and Zoning Commission shall consider all technical evaluations, the review criteria for Variances set forth in §16.01.010.A.1, all relevant factors and standards specified in other sections of this Code, and the following criteria:

a. Variances within any designated floodway shall not result in an increase in flood levels during the base flood discharge.

b. The Variance shall be the minimum necessary, considering the flood hazard, to afford relief.

c. Failure to grant the Variance would result in exceptional hardship to the applicant.

d. Variances shall not be issued when the Variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

e. The Variance shall not result in materials swept onto other lands to the injury of others;

f. The Variance shall not pose danger to life and property due to flooding or erosion damage;

g. The proposed facility and its contents shall not be susceptible to flood damage and the effect of such damage on the individual owner;

h. The proposed facility shall provide services to the community;

i. Where applicable, a waterfront location is necessary as a functionally dependent facility;

j. The Variance shall describe why alternative locations that are not subject to flooding or erosion damage are not feasible for the proposed use;

k. The proposed use shall be compatible with existing and anticipated development;

l. The Variance shall be consistent with the Comprehensive Plan and floodplain management program for that area;

m. The Variance shall ensure the safety of access to the property in times of flood for ordinary and emergency vehicles;

n. The Variance shall identify expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

o. The Variance shall not result in an increase in costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities such as sewer, gas, electrical, and water systems, and streets and bridges;

p. Variances shall only be issued pursuant to the guidelines found at Section 60.6, Code of Federal Regulations (Title 44 CFR), as set forth on the Effective Date; and

q. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, Variances from the flood elevations should be quite rare.

16.07.060. Historic Preservation

A. Purpose

The purpose of this section is to promote the educational, cultural, economic, and general welfare of the public through the identification, evaluation, designation, and protection of buildings, sites, areas, structures, and objects that reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological, and cultural heritage.

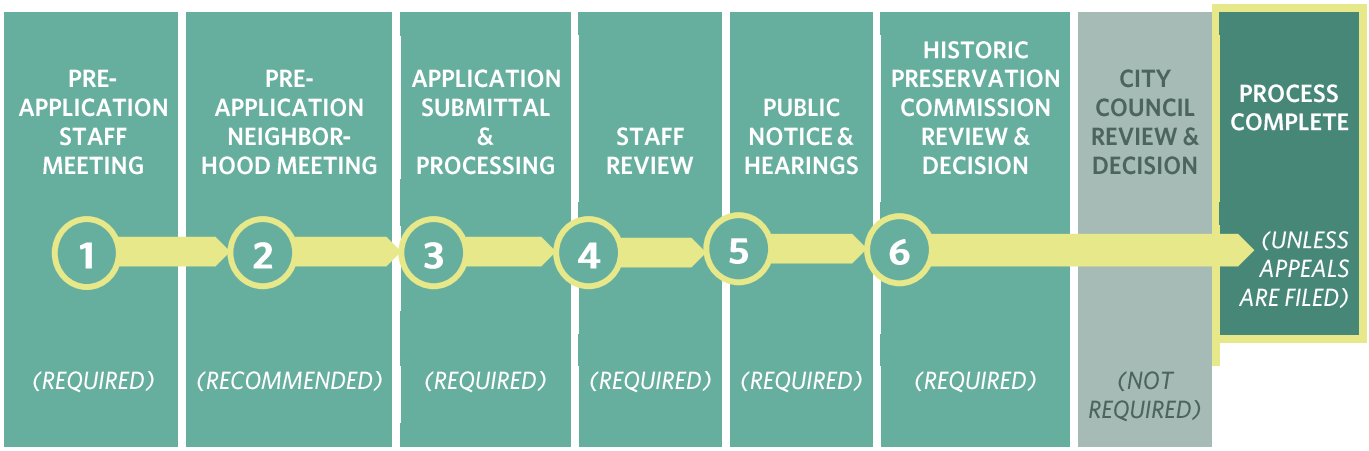
B. Applicability

1. The regulations and procedures set forth in this section shall apply to any structure listed on the adopted historic building/site list. All other buildings over 50 years of age shall follow the process for demolition of buildings per Title 15 of the Ketchum Municipal Code.
2. Except as provided in §16.07.060.D.4.g, no person shall make, or otherwise cause to be made, any demolition or alterations to structures on the historic building/site list without approval by the Historic Preservation Commission (HPC). The following types of modifications require HPC review:
    a. Partial or total demolition of any portion of the structure;
    b. Exterior alterations, including windows or siding replacement, where materials or color changes are proposed;
    c. Additions to any structure; or
    d. On-site moving of any structure.
3. This section shall not apply to dangerous building conditions that would imperil the health or safety of the public as determined by the Building Official and the Administrator.

C. Maintenance

1. Normal repair and maintenance of structures on the historic building/site list is permitted without HPC review. Nothing in this section shall be construed to prohibit the alteration of any structure necessary as a part of normal repair and maintenance when such alteration will not change the exterior appearance or materials or the interior support structure of the building, including the character or appearance of the land itself.
2. All structures on the historic building/site list shall be maintained to meet the requirements of the International Property Maintenance Code and/or the International Existing Building Code, as adopted and amended by the City. The owner of such structure(s) shall also keep in good repair all structural elements that, if not so maintained, may cause, or tend to cause the exterior portions of such structure to deteriorate, decay, or become damaged or otherwise to fall into a state of disrepair that would have an adverse effect upon such designated structures.

D. Procedure – Alterations



1. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A. In addition, the applicant may request a preapplication meeting with the HPC to discuss the proposed alteration.

2. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is recommended pursuant to §16.07.020.B.

3. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

4. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

a. Public Notice and Public Hearings

The application shall be scheduled for at least one public hearing before the HPC.

b. Subsequent Development Permits

Except as provided in §16.07.060.D.4.g, no permit shall be issued authorizing any alteration to a structure listed on the historic building/site list until the HPC approves the request for alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.

c. Effect of Approval

Approval of each individual alteration application is unique to that property and does not constitute a precedent for other properties.

d. Expiration of Approval

(1) The term of the application shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the HPC.

(2) Application must be made and all applicable fees paid for a Building Permit with the Planning and Building Department during the 12-month term. Once a Building Permit has been issued, the alteration approval shall be valid for the duration of the Building Permit.

(3) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

e. Extension of Approval

(1) For approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired alteration approval.

(2) For approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired alteration approval. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the HPC. Whether or not an extension is warranted shall be based on the following considerations:

(A) Whether there have been significant amendments to ordinances that will apply to the subject alteration approval;

(B) Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

(C) Whether hazardous situations have developed or have been discovered in the project area; or

(D) Whether community facilities and services required for the project are now inadequate.

(3) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension. No extensions shall be granted for an expired Design Review approval.

f. Enforcement and Maintenance

If any alteration is made without approval of an alteration application, the City shall issue a stop work order for all construction activity, withhold inspections and final approvals, withhold approval of additional City permits, and take any other available action, or any combination of the aforementioned, until the applicant has applied for and received approval for the alteration. If the alteration is not approved, the property owner shall restore the structure to its original condition.

g. Remedying of Dangerous Building Conditions

(1) If the Building Official finds a historic structure constitutes dangerous building conditions that would imperil the health or safety of the public, it shall first be determined by the Building Official if the structure is capable of being made safe by repairs at the expense of the owner.

(2) If the Building Official finds the structure is not capable of being made safe by repairs, then the Building Official may order the structure to be demolished.

(3) Nothing contained herein shall be construed as making it unlawful for any person to comply with the Building Official's authority as stated in this section.

5. Review Criteria

In reviewing a request for alteration of a historic structure, the HPC shall determine if the application complies with the following:

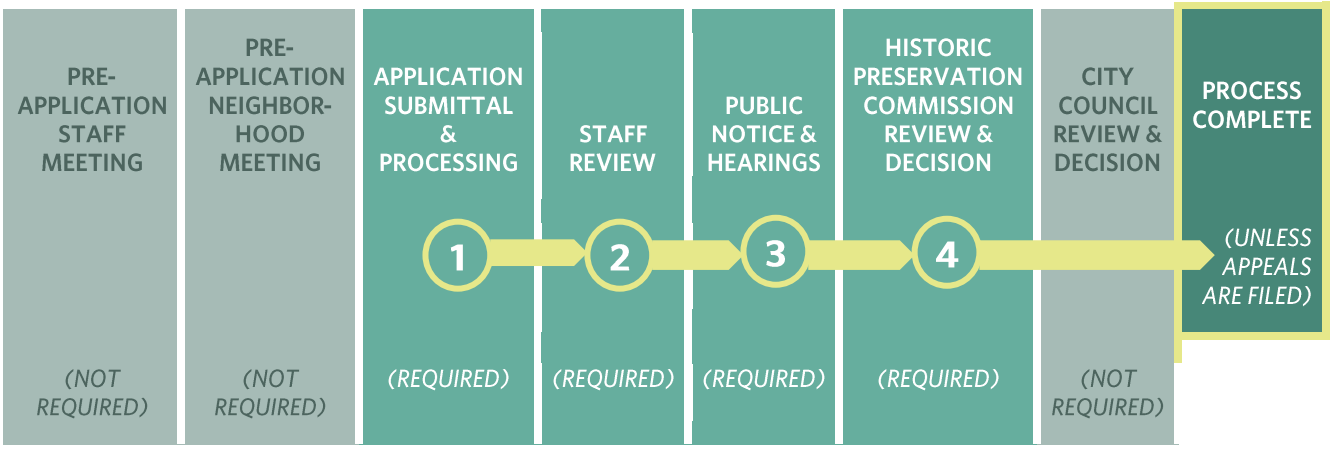
a. The proposed work preserves, enhances or restores and does not damage or destroy the exterior architectural features of the historic structure;

b. The historic property remains recognizable as a physical record of its time and place. The alteration will not create a false sense of historical development by adding conjectural features or elements from other historic properties or time periods;

c. Changes to the property that have acquired historic significance in their own right are retained and preserved to the extent possible; and

d. In the case of partial demolition, the applicant must establish that the partial demolition is required for the renovation, restoration, or rehabilitation of the structure.

E. Procedure – Demolitions



1. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall include a proposal for a monument, plaque a monument, plaque, photo exhibit, three-dimensional model, or similar site element with a narrative inscription describing the historical significance of the building, or a public arts project commemorating the same.

2. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

a. Public Notice and Public Hearings

The application shall be scheduled for at least one public hearing before the HPC and shall be noticed within 60 days of the application being deemed complete.

b. Conditions of Approval

Any proposed monument or commemoration shall be installed at the applicant's expense and shall be installed prior to completion of the replacement project.

c. Effect of Approval

(1) Approval of each individual demolition application is unique to that property and does not constitute a precedent for other properties.

(2) Except as provided in §16.07.060.D.4.g, no permit shall be issued authorizing any demolition to a structure listed on the historic building/site list until the HPC approves the request for alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.

d. Expiration of Approval

(1) The term of the application shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the HPC.

(2) Application must be made and all applicable fees paid for a Building Permit with the Planning and Building Department during the 12-month term. Once a Building Permit has been issued, the demolition approval shall be valid for the duration of the Building Permit.

(3) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

e. Extension of Approval

(1) For approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired demolition approval.

(2) For approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired demolition approval. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the HPC. Whether or not an extension is warranted shall be based on the following considerations:

(A) Whether there have been significant amendments to ordinances that will apply to the subject alteration approval;

(B) Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

(C) Whether hazardous situations have developed or have been discovered in the project area; or

(D) Whether community facilities and services required for the project are now inadequate.

(3) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension. No extensions shall be granted for an expired demolition approval.

3. Review Criteria

In reviewing a request for demolition of a historic structure, the HPC shall determine if the application complies with the following:

a. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure.

b. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property.

c. The application proposes a future monument or commemoration at or near the original location of the historically significant building that appropriately and publicly honors the historical significance of the building or structure. mitigates the following:

(1) Any impacts that occur to the visual character of the neighborhood.

(2) Any impact on the historic importance or architectural integrity of the structure located on the property and adjacent properties.

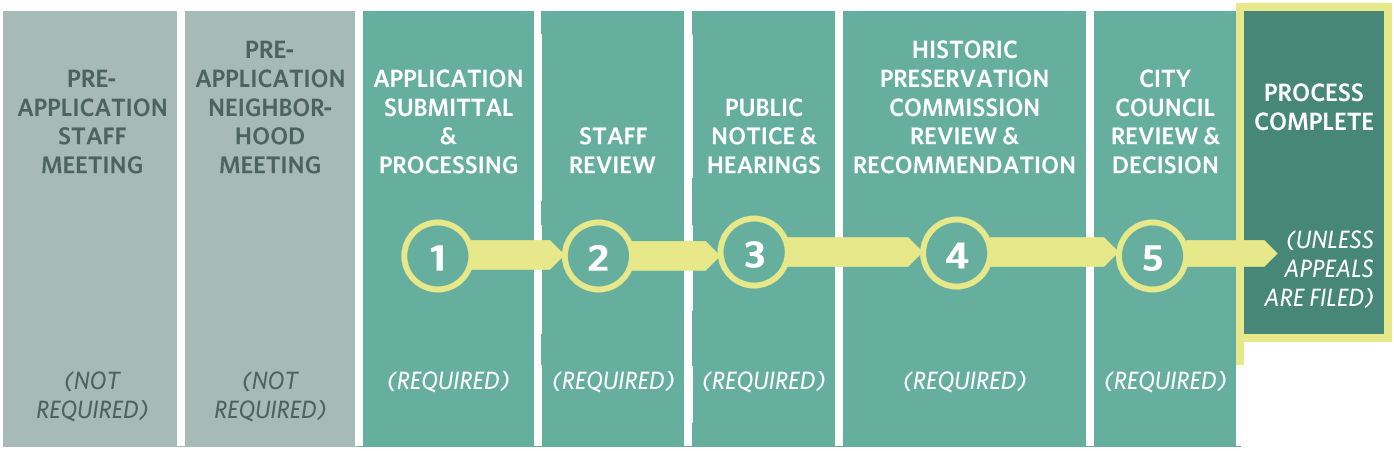
F. Designation of a Historic Building/Site

1. Historic Building/Site List Established

a. The historic building/site list shall be established and maintained by the HPC.

b. The HPC shall have the authority to add or remove structures from the historic building/site list using the criteria below to determine if a structure should be added or removed from the historic building/site list.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

c. Review Criteria

In reviewing a request for designation of a historic building/site, the HPC shall determine if the application complies with the following:

(1) General Criteria

(A) Historic buildings must be at least 50 years old. A historic building may be exempt from the age standard if it is found to be exceptionally important in other significant criteria.

(B) All buildings and sites must retain their physical integrity as determined by the following criteria. However, a site need not meet all of the following criteria:

i. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;

ii. Retains a significant amount of the original design features, materials, character or feeling of the past;

iii. Is in the original location or same historic context after having been moved;

iv. Has been accurately reconstructed or restored based on documentation.

(2) Additional Criteria

In addition to a. above, historic buildings or sites shall meet one or more of the following criteria, (A), (B) or (C):

(A) Architectural

i. Exemplifies specific elements of a recognized architectural style or period or a style particularly associated with Ketchum neighborhoods;
ii. Example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
iii. Demonstrates superior craftsmanship or high artistic value;
iv. Represents an innovation in construction, materials, or design;
v. Pattern or grouping of elements that enhance the identity of the community;
vi. Significant historic remodel contributing to Ketchum's identity.

(B) Social/Historic

i. Site of historic event;
ii. Exemplifies cultural, political, ethnic, economic, or social heritage of the community through the built environment or with people associated with an era of history;
iii. Associated with a notable person or the work of a notable person;
iv. Is valued by the Ketchum community as an established or familiar visual or cultural feature due to its architectural history, siting, massing, scale, cultural characteristics, or heritage such that its removal would be irreparable loss to the setting.

(C) Geographic/Natural Features

i. Enhances sense of identity of the community;
ii. Is an established and familiar natural setting or visual feature of the community.

16.07.070. Ordinance Amendments

A. Code Amendment

1. Purpose

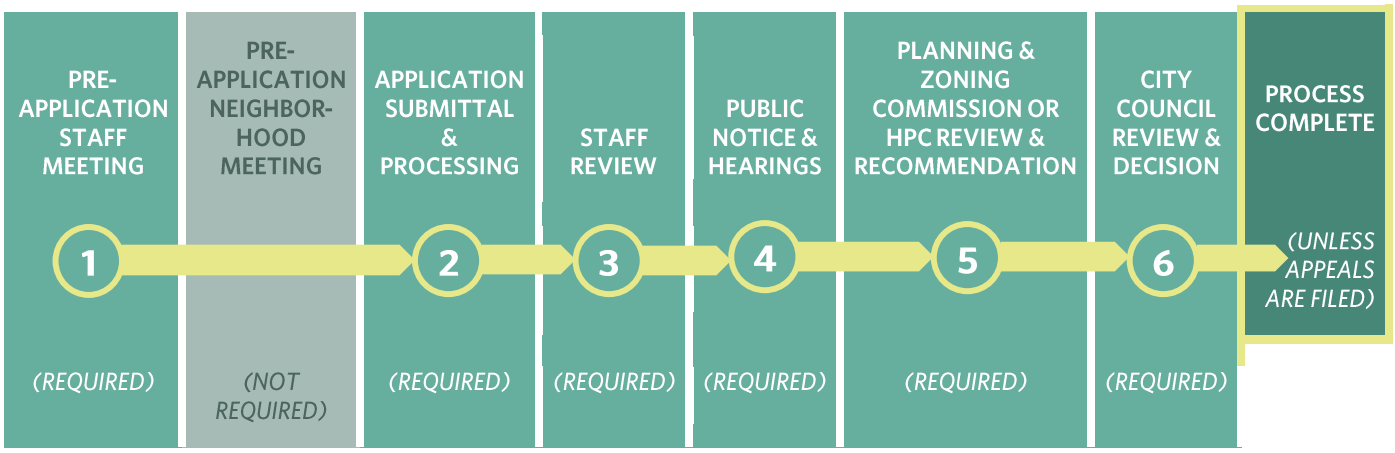
The purpose of a Code Amendment is to make amendments to this Code to reflect changes in public policy, changed conditions, or to advance the health, safety, and welfare of the City.

2. Applicability

a. A Code Amendment is required to incorporate new text in this Code or revise or delete text in this Code.

b. If the proposed Code Amendment is related to historic preservation, the HPC shall make the initial recommendation, not the Planning and Zoning Commission.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

4. Review Criteria

In reviewing a Code text amendment, the decision-making body shall consider whether the proposed amendment:

a. Is consistent with the Comprehensive Plan and other City policies;

b. Does not conflict with other provisions of this Code or other provisions in the Ketchum Municipal Code; and

c. Is consistent with the general purpose and intent of this Code.

B. Comprehensive Plan Amendment

1. Purpose

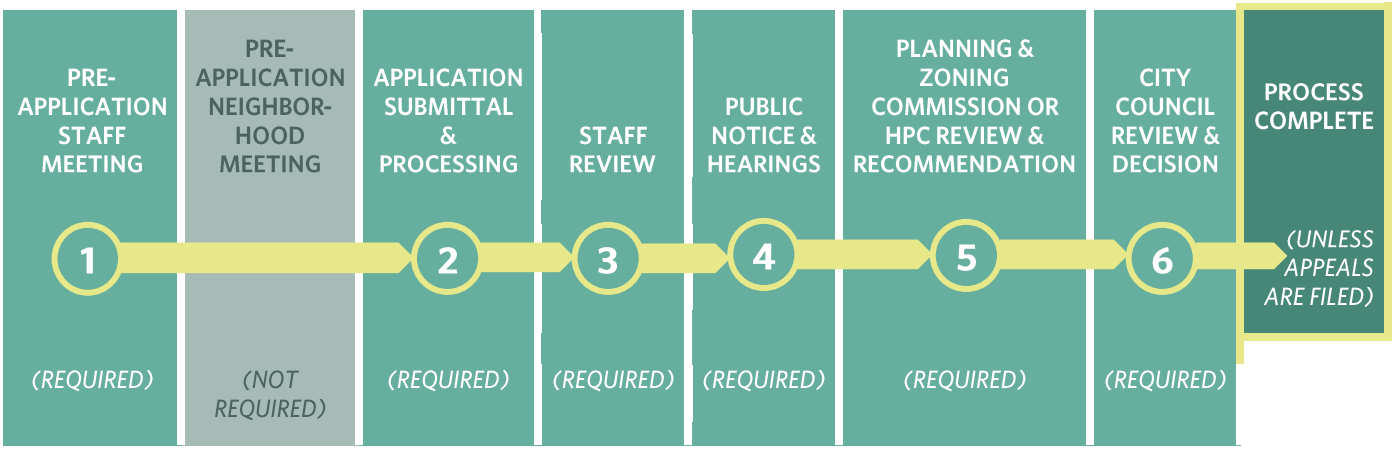
The purpose of a Comprehensive Plan Amendment is to ensure administrative changes and proposed amendments to the Comprehensive Plan are consistent with the City's vision, goals, and policies.

2. Applicability

a. A Comprehensive Plan Amendment is required to make an amendment to the existing Comprehensive Plan, including but not limited to applications to amend the Future Land Use Map component of the Comprehensive Plan for the city.

b. If the proposed Comprehensive Plan Amendment is related to historic preservation, the HPC shall make the initial recommendation, not the Planning and Zoning Commission.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E with the following modifications:

(1) If the Planning and Zoning Commission recommends a material change to the Comprehensive Plan after it has conducted the hearing, it must give notice of the change and conduct another public hearing concerning the matter if the City Council is not going to conduct its own public hearing.

(2) The City Council may act on the Commission's recommendation or has the option to conduct its own public hearing. If the Council holds its own public hearing, the notice must include a description of the Commission's recommendation.

4. Review Criteria

In reviewing a Comprehensive Plan Amendment, the Planning and Zoning Commission and City Council shall consider whether the proposed amendment:

a. Is required for the public convenience or necessity, or for the general welfare of the community;

b. Is necessary to address changes in conditions within the community that have occurred since the Comprehensive Plan was adopted or is necessary to correct one or more goal, objective, or policy that exist in the plan;

c. Is consistent with and will further the goals, objectives, and policies of the Comprehensive Plan, unless it explicitly modifies those goals, objectives, and policies;

d. Will not modify the goals, objectives, and policies of the Comprehensive Plan in a way that creates inconsistencies between different chapters of the Plan, or that impairs the City's ability to balance the goals, policies, and objective within or between different chapters of the Plan; and

e. If the amendment is to the Future Land Use Map, the amendment is consistent with the other elements of the Comprehensive Plan and the amendment seeks changes to create internal consistency.

C. Zoning Map Amendment (Rezoning)

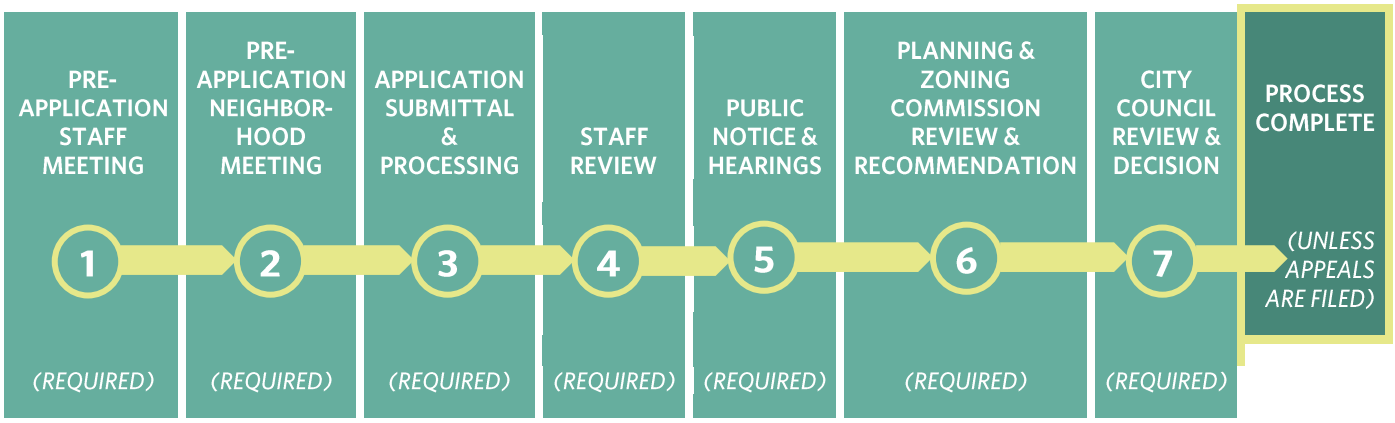
1. Purpose

The purpose of a Zoning Map Amendment is to make amendments the Ketchum zoning map to reflect changes in public policy, changed conditions, or to advance the welfare of the City.

2. Applicability

A Zoning Map Amendment is required to establish or eliminate zoning districts or change the zoning designation of a parcel.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

e. Review Criteria

In reviewing a Zoning Map Amendment, the decision-making body shall consider whether the proposed amendment:

(1) Is consistent with the Comprehensive Plan and other City policies;

(2) Does not conflict with other provisions of this Code or other provisions in the Ketchum Municipal Code; and

(3) Is consistent with the general purpose and intent of this Code.

16.07.080. Subdivision Procedures

A. Major Subdivision

1. Preliminary Plat

a. Purpose

The purpose of a Preliminary Plat is to provide a mechanism for the City to review an overall plan for a proposed subdivision to ensure compliance with this Code, the Comprehensive Plan, and the adequate provision of facilities and services in the city.

b. Applicability

A Preliminary Plat is required if the proposed subdivision:

(1) Is on land that has not been platted;

(2) Will produce more than four lots;

(3) Will include two or more phases as part of a phased development project;

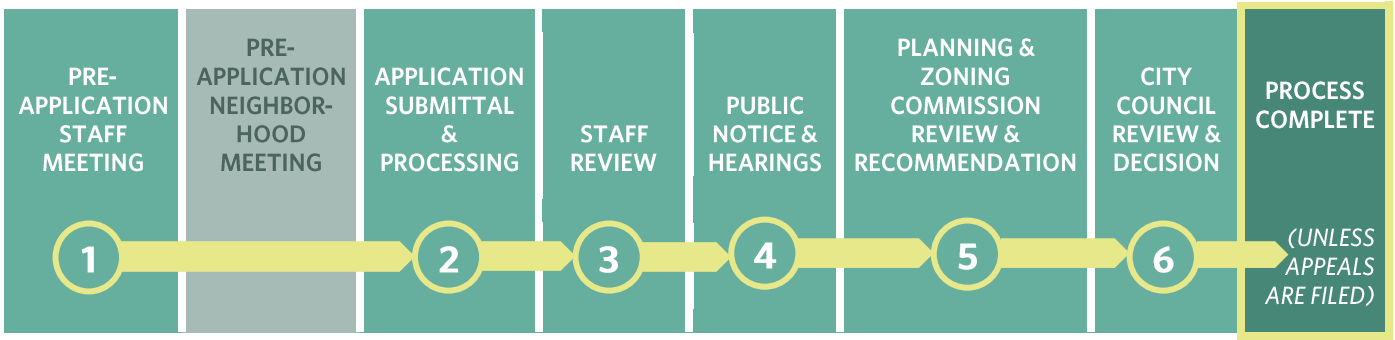
(4) Will include the dedication of public right-of-way, other public tracts, or public improvements not determined to be eligible for Minor Subdivision processing; or

(5) Is for lot consolidation. Lot consolidation within the city may be permitted in certain zoning districts as follows:

Table 16-20: Consolidation of Lots

Zoning District	Consolidation of Lots
CC – Subdistricts 1 and 2	Permitted subject to additional standards in §16.07.080.A.1.c(2)(A)
T	
T-3000	
T-4000	
GR-H	
LI, LI-2, and LI-3	
RU and AF	
GR-L	Permitted subject to Subdivision Exception
LR, LR-1, and LR-2	
STO-1, STO-4, and STO-H	

c. Procedure



(REQUIRED)	(NOT REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)

(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

(2) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. All percolation tests and/or exploratory pit excavations required by State health authorities.

ii. A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

iii. A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.

iv. For condominium projects, a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.

v. A preliminary soil report prepared by a qualified engineer

vi. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:

(a) Proposed contours at a maximum of five-foot contour intervals.

(b) Cut and fill banks in pad elevations.

(c) Drainage patterns.

(d) Areas where trees and/or natural vegetation will be preserved.

(e) Location of all street and utility improvements including driveways to building envelopes.

(f) Any other information which may reasonably be required by the Administrator, Planning and Zoning Commission or City Council to adequately review the affect of the proposed improvements.

vii. An impact statement if required by §16.06.090, *Impact Statement*.

viii. A digital copy of the Preliminary Plat that includes:

(a) The scale, north point and date.

(b) The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.

(c) The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.

(d) Legal description of the area platted.

(e) The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.

(f) A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.

(g) The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.

(h) Boundary description and the area of the tract.

(i) Existing zoning of the tract.

(j) The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

(k) The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.

(l) The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.

(m) The direction of drainage, flow and approximate grade of all streets.

(n) The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.

(o) Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.

(p) The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.

(q) Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

(r) Lot area of each lot.

(s) Existing mature trees and established shrub masses.

ix. For Preliminary Plats in the Floodplain Overlay district:

(a) United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent benchmark shall be identified and shown on the plat.

(b) All Preliminary Plats shall contain a plat note including a certification by a registered surveyor that the boundaries were established consistent with the FIRM for the City or Blaine County, whichever applies. The note shall include the FEMA FIRM panel number(s), FIRM effective date(s), and a note stating that "Flood Zones are subject to change by FEMA and all lands within the Special Flood Hazard Area are regulated by City of Ketchum Municipal Code.

(c) All Preliminary Plats shall identify and designate the Special Flood Hazard Area, the 0.2 percent annual chance (500-year) floodplain boundary, the floodway boundary, the mean high-water mark, and the riparian zone. All flood zone(s), and base flood elevation(s) shall be shown on the plat.

(d) All Preliminary Plats shall contain a note or notes that warn prospective buyers of property that sheet flooding can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.

(e) All Preliminary Plats shall contain a note that refers to the required 25-foot setback from all waterways, called the riparian zone, in which no development is permitted, and require that riparian vegetation shall remain in in its natural state for the protection and stabilization of the riverbank unless alterations are approved in accordance with Ketchum Municipal Code.

x. For townhouse or condominium subdivisions, the subdivider of the townhouse project shall submit with the Preliminary Plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, that shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking, and/or open spaces. Prior to Final Plat approval, the subdivider shall submit to the City a final copy of such documents and shall file such documents prior to

recordation of the plat, which shall reflect the recording instrument numbers.

(B) Lot Consolidation

All Preliminary Plat applications for lot consolidation must be submitted concurrently with a Building Permit application or development application as applicable.

(C) Phased Development Projects

i. Compliance with Provisions

Any subdivider wishing to develop a subdivision over a series of years shall comply with the additional requirements and regulations set forth in this section. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner, including the extension of services and implementation of an interim landscaping plan for all future phases, and shall comply with all applicable zoning regulations.

ii. Development Plan

The Preliminary Plat shall include a Development Plan that designates all future phases, sublots, and/or common areas, along with all information required in the Administrative Manual. The Development Plan, if approved, shall be the master plan for the entire project subject to modification by the subdivider through the same procedures as required for approval of the Preliminary Plat.

(3) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission and one hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(B) Commission Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 and the review criteria below.

(C) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

(D) Conditions of Approval

i. Preparation and Commencement of Required Improvements

(a) Upon approval of the Preliminary Plat by the City Council, the subdivider shall prepare required improvement design plans pursuant to this Code and additional condition(s) imposed by the Council.

(b) For phased development projects, the Council may require that the subdivider install all or a portion of the required improvements for the entire project as set forth in the Development Plan. Such required improvements shall be constructed prior to approval of the Final Plat for any phase of the development

(c) Upon approval of the improvement designs by the City Engineer, the subdivider shall commence construction on the required improvements that shall be installed prior to approval of the Final Plat.

ii. As-Built Drawing

Prior to acceptance by the City Council of any improvements installed by the subdivider, two sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the City Engineer. Within ten days after completion of improvements and submission of as built drawings, the City Engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the Administrator and the subdivider. If a performance bond has been filed, the Administrator shall forward a copy of the certification to the City Clerk and the City Clerk shall release the performance bond upon application by the subdivider.

iii. Monumentation

Following completion of construction of the required improvements and prior to certification of completion by the City Engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:

(a) All angle points in the exterior boundary of the plat.

(b) All street intersections, points within and adjacent to the Final Plat.

(c) All street corner lines ending at boundary line of Final Plat.

(d) All angle points and points of curves on all streets.

(e) The point of beginning of the subdivision plat description.

(E) Expiration of Approval

i. With the exception of phased development projects approved by City Council, the failure to obtain Final Plat approval by the Council of an

approved Preliminary Plat within two years after approval by the Council shall cause all approvals of such Preliminary Plat to be null and void.

ii. The Final Plat procedure for each phase of a phased development project shall follow §16.07.080.A.2.

(F) Extension of Approval

Prior to expiration of the Preliminary Plat, the Administrator may, upon written request by the applicant, grant a maximum of one 12-month extension to a Preliminary Plat approval.

d. Review Criteria

The Planning and Zoning Commission shall review and recommend and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

(1) All Applications

The Preliminary Plat:

(A) Is consistent with the comprehensive plan;

(B) Complies with the standards in Chapter 16.06, *Subdivision*;

(C) Complies with the applicable zoning district standards;

(D) Complies with the use, dimensional, design, and development standards in this Code;

(E) Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;

(F) Provides evidence of public water and sewer system connections; and

(G) Identifies and adequately mitigates known natural hazard areas.

(2) Additional Criteria for Lot Consolidation

All Preliminary Plat applications for lot consolidation must also demonstrate conformance with all applicable Building Permit and land use development approvals.

(3) Additional Criteria for Phased Development Projects

For phased development projects, the decision-making body shall review both the Preliminary Plat and Development Plan and make such recommendations on the proposed project as required by the applicable design review ordinance(s) and all other applicable ordinances or portions.

(A)

2. Final Plat

a. Purpose

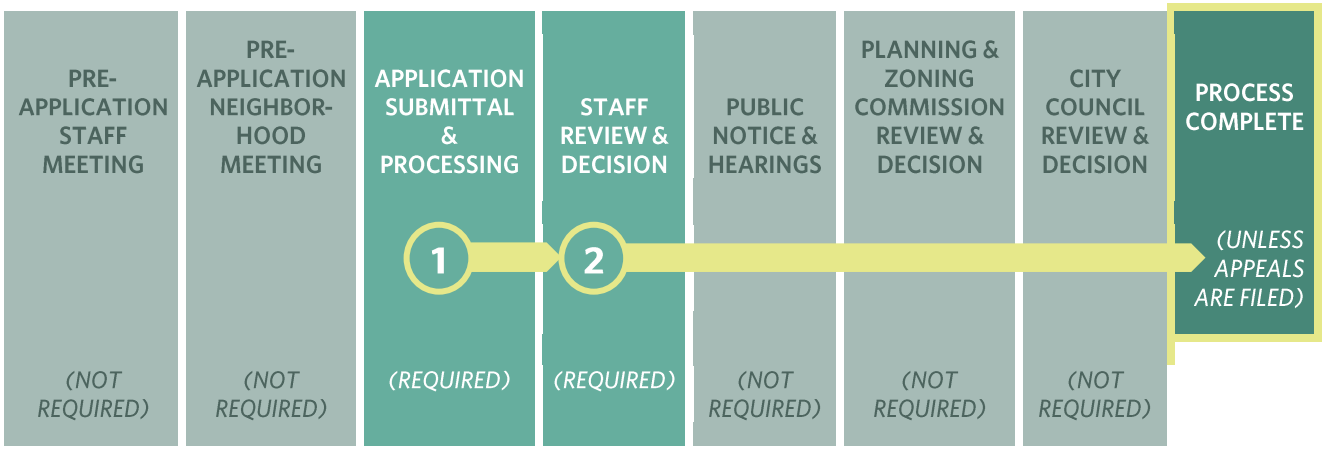
The purpose of a Final Plat is to provide a mechanism for the City to complete the subdivision process and ensure compliance with the approved Preliminary Plat and applicable standards in this Code.

b. Applicability

(1) A Final Plat is required for any proposed subdivision that requires Preliminary Plat review pursuant to §16.07.080.A.1, *Preliminary Plat.*

(2) In the event the Final Plat does not substantially conform to the approved Preliminary Plat, the Administrator shall consider such plat a Preliminary Plat and that procedure shall apply.

c. Procedure



(1) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. All items listed in §§16.07.080.A.1.c(2)(A)i through 16.07.080.A.1.c(2)(A)vi.

ii. Two hard copy sets and a digital copy of a Final Plat drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 18-inch by 24-inch Mylar paper with no part of the drawing nearer to the edge than one-half inch, and shall be in conformance with the provisions of Idaho Code title 50, Chapter 13. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The Final Plat shall include:

(a) Point of beginning of subdivision description tied to at least two governmental survey comers, or in lieu of government survey comers, to monuments recognized by the City Engineer.

(b) Location and description of monuments.

(c) Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.

(d) Names and locations of all adjoining subdivisions.

(e) Name and right-of-way width of each street and other public rights-of-way.

(f) Location, dimension and purpose of all easements, public or private.

(g) The blocks numbered consecutively throughout each block.

(h) The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.

(i) The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.

(j) Scale, north arrow and date.

(k) Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.

(l) A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.

(m) A plat note referencing the FAR Exceedance Agreement and community housing deed restriction or covenants for projects with community housing.

(n) Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.

(o) A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.

(p) Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.

(q) Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.

(r) Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the Council.

(s) Notation of any additional restrictions imposed by the Council on the development of such subdivision to provide for the public health, safety and welfare.

(B) Condominium Projects

The Final Plat shall not be filed, received, and processed until a framing inspection has been passed for the project.

(C) Townhouse Development

The Final Plat shall not be filed, received, and processed until one of the following:

i. Detached Townhouses – a Building Permit is issued for the first unit.

ii. Attached Townhouses – a foundation inspection has been passed for the building.

(2) Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(A) Commission Decision

i. The Administrator may refer Final Plat applications to the Planning and Zoning Commission for a final decision if the Administrator determines the complexity of the project or its potential to create significant impacts requires a public process. In such case, the application shall be scheduled for at least one public hearing before the Commission and shall be noticed pursuant to §16.07.020.E.6.

ii. If referred by the Administrator, the Planning and Zoning Commission shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

(B) Acceptance of Dedications

Approval of the Final Plat shall constitute acceptance of all dedications for public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on such Final Plat. As a condition precedent to the acceptance of any streets or required improvements, the Administrator shall require that the subdivider install such improvements pursuant to the construction standards, and that condition shall be noted on the Final Plat.

(C) Performance Bond

Prior to Final Plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the City Engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the City, the City Council may accept, in lieu of any or all of the required improvements, a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(D) Improvement Plans

Prior to approval of Final Plat, the subdivider shall file two copies with the City Engineer, and the City Engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the State.

(E) Security Agreements

i. For condominium project, the City Council may accept a security agreement in accordance with §16.07.020.E.8, *Performance Bonds and Security Agreements*, for any Design Review elements not completed on a case by case basis pursuant to §16.07.030.C.2.c(4)(A). Prior to Final Plat approval, the subdivider shall submit to the City a copy of the final bylaws and condominium declarations that shall be approved by the Council and filed with the Blaine County Recorder, including the instrument number(s) under which each document was recorded.

ii. For townhouse developments, the City Council may accept a security agreement in accordance with §16.07.020.E.8, *Performance Bonds and Security Agreements*, for any Design Review elements not completed on a case by case basis pursuant to §16.07.030.C.2.c(4)(A).

(F) Final Plat Copies

i. After approval by the City Council, the Administrator shall approve the Final Plat and affix the date of acceptance and their signature on such Final Plat mylar.

ii. A digital copy of the Final Plat as approved by the Council and signed by the City Clerk shall be filed with the Administrator and retained by the City. The applicant shall also provide the City with a digital copy of the recorded document with its assigned legal instrument number.

(G) Recordation

No Final Plat shall be filed with the County Recorder until the same has been acted upon by the Planning and Zoning Commission and approved by the City Council consistent with the respective procedures set forth herein for the subdivision of land, townhouses, condominiums, and lot line shifts. No lots or

parcels of land described by metes and bounds or otherwise shall be sold or offered for sale until a Final Plat has been recorded in the office of the Blaine County Recorder.

(H) Phased Development Projects

Phased development projects or portions of phased development projects that have not received Final Plat approval are subject to additional regulations of subsequently adopted or amended ordinances and statutes.

(I) Expiration of Approval

The Final Plat shall be filed with the Blaine County Recorder within 12 months after Final Plat approval by the Council. Failure to file such Final Plat within that time shall cause all approvals of such Final Plat to be null and void.

d. Review Criteria

In reviewing a Final Plat, the Administrator or Commission (if referred by the Administrator) shall determine the application demonstrates all of the following:

(1) The Final Plat conforms to the approved Preliminary Plat, including any conditions of approval;

(2) The development will substantially comply with all requirements of Idaho law and this Code including Chapter 16.06, Subdivision; and

(3) The development will comply with the applicable technical standards and specifications adopted by the City.

B. Minor Subdivision

1. Purpose

The purpose of a Minor Subdivision is to evaluate proposed subdivisions that will create four or fewer lots.

2. Applicability

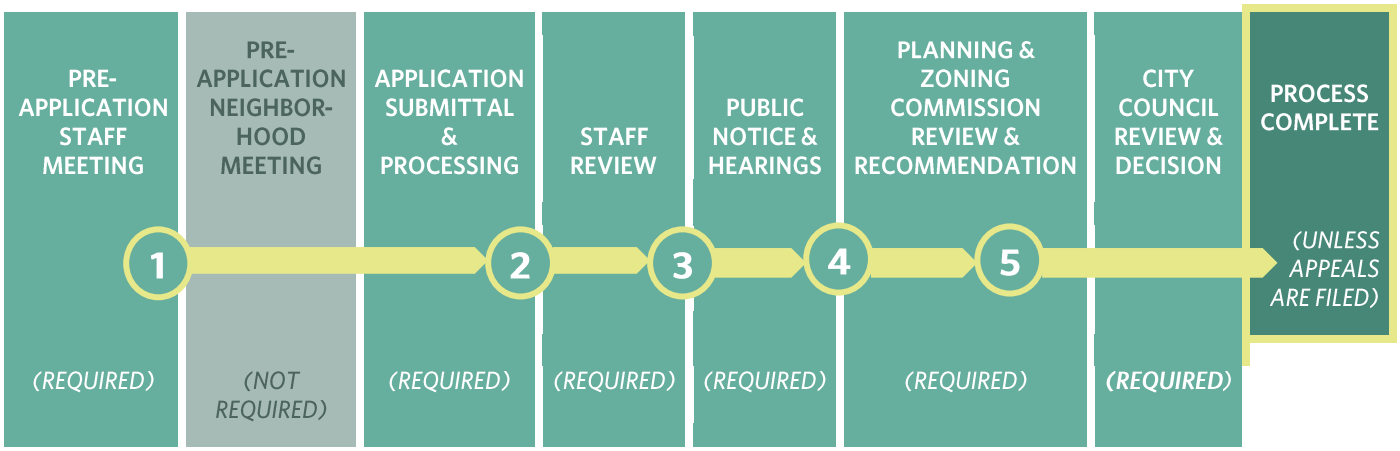
A Minor Subdivision is required for:

a. Subdivisions creating four or fewer lots;

b. Property created or converted pursuant to the Condominium Property Act, Idaho Code title 55, chapter 15, as amended, revised, or compiled; or

c. Real property subdivided into townhouse sublots.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice

(A) The Administrator shall provide written notice of an application to owners of property within 300 feet of the external boundaries of the land being considered. The notice shall inform adjacent property owners they may comment on the application during a period of not less than ten days after mailing of the notice and prior to final action on The application.

(B) When notice is required to 200 or more property owners or purchasers of record, alternate forms of procedures that would provide adequate notice may be used in lieu of mailed notice. Alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

(2) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(B) Commission Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 and the review criteria below.

(C) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

4. Review Criteria

In reviewing a Minor Subdivision, the Planning and Zoning Commission and City Council shall determine whether the application:

a. Is consistent with the intent of the underlying zoning district;

b. Complies with applicable dimensional and development standards in this Code;

c. Will not result in adverse impacts to surrounding property;

d. Will not limit the City's ability to provide adequate and sufficient facilities or services; and

e. Complies with all other ordinances and plans and regulations adopted by the City, including the Comprehensive Plan and other long-range or special area planning documents.

C. Plat Amendment

1. Purpose

The purpose of a Plat Amendment is to provide an administrative review and approval process for amendments to previously recorded Final Plats in which the proposed amendments comply with applicable zoning regulations and do not impact surrounding properties, environmental resources, or public facilities. This procedure shall not be used to convey or create additional parcels or lots than originally existed.

2. Applicability

a. A Plat Amendment is required for the following minor adjustments to approved Final Plats:

(1) To correct an error in any course or distance shown on the plat;

(2) To show any course or distance that was omitted from the plat;

(3) To correct an error in the description of the real property shown on the plat;

(4) To indicate monuments set after the death, disability, or retirement from practice of the surveyor charged with the responsibility for setting monuments; or

(5) To show the proper location or character of any monument that has been changed in location or character, or that was originally shown at the wrong location or incorrectly as to its character;

(6) To correct any other type of map error or omission as approved by the Administrator, which does not affect any property right. Such errors and omissions may include, but are not limited to, parcel numbers, acreage, road names, and identification of adjacent record maps;

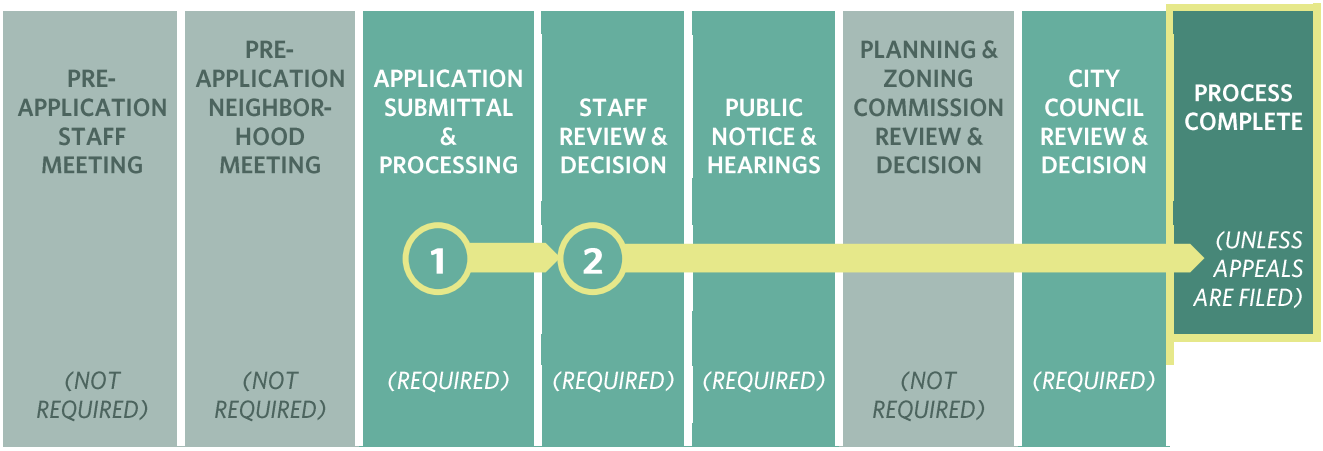
(7) To make modifications when there are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary and the modifications do not impose any additional burden on the present fee owner of the

property and do not alter any right, title or interest in the real property reflected on the recorded map.

(8) A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and that does not consolidate lots or create additional lots or dwelling units.

b. Any requested change that exceeds the list of minor amendments above as determined by the Administrator shall be required to follow the same procedure required under this Code for submission of a Preliminary Plat and Final Plat application.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(2) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

4. Review Criteria

In reviewing a Plat Amendment, the City Council shall determine whether the application complies with the following criteria:

a. The minor Plat Amendment does not increase the number of lots or parcels or create new lots or parcels;

b. The minor Plat Amendment does not affect a recorded easement without approval of the easement holder;

c. Street locations will not be changed;

d. The Plat Amendment will not create any nonconformities or increase the degree of nonconformity of any existing structure, use, or development standards; and

e. The Plat Amendment shall comply with all other provisions of this section and other applicable provisions of the Code.

D. Subdivision Exception

1. Purpose

The purpose of a Subdivision Exception is to allow for modifications to the subdivision standards in Chapter 16.06.

2. Applicability

A Subdivision Exception is required to modify of any of the requirements of Chapter 16.06, *Subdivision.* A Subdivision Exception may be granted by the City Council on a case by case basis upon the recommendation of the commission.

3. Procedure

Subdivision Exceptions shall be filed, processed and considered with a Preliminary Plat application pursuant to §16.07.080.A.1.

4. Review Criteria

In reviewing a Subdivision Exception, the Planning and Zoning Commission and City Council shall consider whether:

a. There are special physical characteristics or conditions affecting the property in question where literal enforcement of Chapter 16.06, *Subdivision,* would result in undue hardship not the result of actions by the subdivider;

b. The exception would be detrimental to the public welfare, health, and safety, or injurious to property owners in the immediate area.

E. Vacations and Dedications

1. Purpose

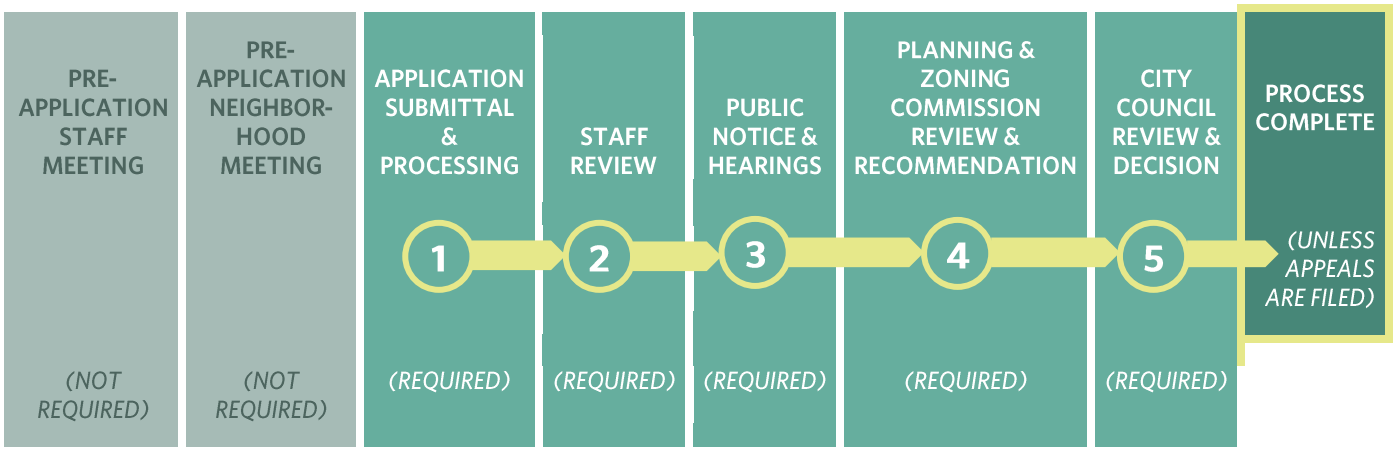
The purpose of Vacations and Dedications is to provide a mechanism for vacating rights, interests, or title of the City in and to any right-of-way located in the city or for the dedication of property, easements, and/or rights to the same.

2. Applicability

a. A Vacation or Dedication application is required for any request to vacate an existing public street, alley or easement right-of-way or dedicate a street or alley right-of-way.

b. The provisions of this section shall not apply to the widening of any street that is shown in the Comprehensive Plan or the dedication of nonvehicular easements to the City.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission and one hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

c. Review and Decision

(1) Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 with the following modification:

(A) If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the Commission.

(2) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 with the following modifications:

(A) When considering an application for dedication to the public of a street, alley, or easement right-of-way, the Council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*. To complete the acceptance of any dedication, the Council shall accept same by resolution or by approval of a final subdivision plat.

(B) Whenever the Council vacates an existing public street, the City shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such Vacation shall become effective upon delivery of such deed(s).

4. Review Criteria

The Planning and Zoning Commission shall review and recommend, and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

a. The Vacation or Dedication will not result in adverse impacts on public health, safety, or general welfare, or reduce the quality of public facilities or services;

b. The application does not restrict the access of any parcel in a manner that is unreasonable or economically prohibitive; and

c. For a Vacation, the application complies with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

16.07.090. Review and Decision-Making Bodies

A. City Council

The City Council shall have all powers granted by Title 2 of the Ketchum Municipal Code.

B. Planning and Zoning Commission

The Planning and Zoning Commission shall have all powers granted to it by Chapter 4.12 of the Ketchum Municipal Code.

C. Planning and Zoning Administrator

1. The Administrator shall have the responsibility for administering this Code and shall have the review and decision-making responsibilities listed in Table 16-19: Summary Table of Review Procedures and elsewhere in this Code.
2. The Administrator shall also coordinate other types of review not specifically addressed in this Code, but relevant to land use and governed by other parts of the Ketchum Municipal Code.

D. Floodplain Administrator

The Administrator shall serve as the Floodplain Administrator and shall perform the following duties:

1. Permit Review

a. Review of all applications for proposed construction within the city to determine whether such construction is proposed, in whole or in part, within the Floodplain Management Overlay District and/or the Waterways Review District.

b. Review all Floodplain Development Permit applications to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334; Idaho Fish and Game, Idaho

Department of Water Resources, Soil Conservation Service, Environmental Protection Agency, and U.S. Army Corps of Engineers. Such documentation shall be maintained on file with the Floodplain Development Permit.

c. Review all Floodplain Development Permit applications to determine that the proposed development meets the requirements of this section, and is reasonably safe from flooding.

d. For projects within the floodway, review applications to ensure the proposal does not cause adverse impacts, or that any adverse impacts are mitigated, as demonstrated by a no adverse impact statement provided by the applicant.

e. Prevent encroachments into floodways unless the no rise certification, no adverse impact, and flood hazard reduction provisions contained in this section are met.

f. Review plans to verify public utilities are constructed pursuant to the provisions of this section.

g. When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard area (SFHA) is above the base flood elevation (BFE), advise the property owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the Floodplain Development Permit file.

2. Inspections

a. Make on-site inspections of work in progress. As the work pursuant to a Floodplain Development Permit progresses, the Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

b. Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. The Administrator and each member of their inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

3. Stop-work for Violations in Progress and Permit Revocation

a. Work with the Building Official to issue stop-work orders as required. Whenever a building or part of a building is being constructed, reconstructed, altered, or repaired in violation of this section, the Building Official may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

b. Issue stop-work orders for unpermitted development in the floodplain that does not require a Building Permit. Examples include grading, filling, riparian zone alterations and stream bank stabilization and alteration.

c. Revoke Floodplain Development Permits as required. The Floodplain Administrator may revoke and require the return of the Floodplain Development Permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any Floodplain Development Permit mistakenly issued in violation of an applicable state or local law may also be revoked.

4. Coordination and Communication with Federal Agencies

a. Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

b. Notify, in riverine situations, adjacent communities and state and federal agencies pursuant to §16.07.090.D.7.

c. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator (FIA) of the changes by submitting technical or scientific data pursuant to this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

d. Upon occurrence, notify the Federal Insurance Administrator (FIA) in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FIRMs accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

e. The City will notify the State NFIP Coordinator of the Idaho Department of Water Resources of hearings scheduled to consider a Variance within the SFHA 15 calendar days prior to the date of the hearing

5. Use of Other Base Flood Data

a. When base flood elevation data has not been provided pursuant to §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway,* the Administrator shall obtain, review, and reasonably use any base flood elevation and floodway data available from a federal, state, or other source in order to administer §§16.02.060.A.1.g(2)(B), *Residential Construction*, 16.02.060.A.1.g(2)(C), *Nonresidential Construction*, and 16.02.060.A.1.j, *Standards for Floodways*.

b. When base flood elevation (BFE) data is provided but no floodway data has been provided pursuant to the provisions of this section, require that no new construction, substantial improvements, or other development (including fill) shall be permitted unless it is demonstrated that the cumulative effect of the proposed development, when

combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

6. Records and Information to be Obtained and Maintained

a. Permanently maintain all records that pertain to the administration of this section and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

b. Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted pursuant to the provisions of §16.02.060.A.1.c, *Establishment of the Floodplain Overlay District,* including any subsequent revisions including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of Ketchum's mapping needs.

c. Obtain and maintain actual elevation (in relation to mean sea level) of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures.

d. Where base flood elevation data is provided through the flood insurance study or required as in §16.07.090.D.5, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

e. For all new or substantially improved floodproofed structures:

(1) Verify and record the actual elevation (in relation to mean sea level); and

(2) Maintain the floodproofing certifications as required by this article.

f. Maintain in perpetuity records on all permits and Appeals and report all Variances to Federal Insurance Administration.

7. Stream Alterations

a. Notify adjacent communities and all state agencies with jurisdiction over the special flood hazard areas identified in §16.07.090.D.5, *Use of Other Base Flood Data* and/or with jurisdiction over the corresponding watercourse, river, stream or tributaries prior to any alteration or riprapping, or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

b. Notify adjacent communities and the Idaho Department of Water Resources State Coordinator for the National Flood Insurance Program (NFIP) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administrator (FIA).

c. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.

8. Interpretation of FIRM Boundaries

Make interpretations where needed as to the exact location of the boundaries of the areas of special hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in.

Chapter 16.08 Rules of Interpretation and Definitions

16.08.010. Rules of Interpretation

A. The particular controls the general.

B. In case of any difference of meaning or implication between the text of this Code and the captions for each section, the text shall control.

C. The word "shall" is always mandatory and not directory. The word "may" is permissive and indicates the use of discretion in making the decision.

D. Words used in the present tense include the future, unless the context clearly indicates to the contrary.

E. Words used in the singular number include the plural, and words used in the plural number include the singular, unless the context clearly indicates to the contrary.

F. A "building" or "structure" includes any part. A "building or other structure" includes all other structures of every kind, regardless of similarity to buildings.

G. The phrase "used for" includes "arranged for", "designed for", "maintained for", and "occupied for".

H. When measurements result in fractions, any fraction equal to or greater than one-half shall be rounded up to the next highest whole number.

16.08.020. Terms Defined

A

AASHO
American Association of State Highway Officials.

Abutting
Bordering or touching, such as sharing a common lot line. Lots that are separated by a private street or public right-of-way are not abutting.

Accessory Building and Use
A subordinate use of a building, other structure or tract of land, or subordinate building or other structure:

1. That is clearly incidental to the use of principal building, other structure, or use of land;
2. That is customary in connection with the principal building, other structure, or use of land; and
3. That is ordinarily located on the same lot with the principal building, other structure, or use of land.

Acoustical Engineer
A professional engineer with demonstrated education, accreditation and experience to perform and certify noise measurements

Adjacent
Properties that are separated only by intervening rights-of-way, easements, or waterways.

Adjoining and Contiguous
Properties that share a common boundary.

Administrator
The Planning and Zoning Administrator of the City of Ketchum, Idaho, or their designee.

Adult Only Business
A premises where minors are excluded by virtue of their age as a prevailing business practice or as required by law and that stock in trade and offers for sale, trade or rent of products are characterized by an emphasis upon the depiction or description of sexual activities or exposed anatomical areas or for use in connection with sexual activities or exposed anatomical areas; or that displays any images emphasizing the depiction or description of sexual activities; or that features live performances that are characterized by sexual activities or the exposure of anatomical areas; or that features films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by sexual activities or exposure of anatomical areas; or where employees engage in sexual activities or the display or exposure of anatomical areas.

Adverse Impact
An adverse impact with respect to floodplain development includes impacts that cause damage to property, threaten public safety and health, or cause loss of natural floodplain functions. These can be caused by increases in flood stages or elevations, increases in flood velocity, increases in flow rates, decreases in conveyance areas, decreases in flood storage, increased potential for erosion and sedimentation, or degradation of water quality. Development within the regulatory floodway and all other waterways, whether within the SFHA or not, shall be required to certify by a registered professional engineer that the development does not adversely affect flood risks for other properties as measured by increased flood stages, increased flood velocity, increased flows, increased potential for erosion and sedimentation, or any other impact deemed important or as specified by the City, unless the impact is mitigated. This certification shall employ industry standards for hydraulic and hydrological analysis to determine no adverse impact and all data shall be provided in hard copy and digitally for review and corroboration by the City's Engineer or any governmental review agency acceptable to the City.

Agriculture, Commercial
The growing of cultivated crops or raising of livestock, including grazing, pasturage, horticulture, floriculture, viticulture, nurseries, fruit trees, and berry bushes, and the necessary accessory uses for packing, treating, or storing the produce, but not including wholesale packing establishments or slaughterhouses.

Agriculture, Urban
The production of vegetables, fruits, honey, and eggs by residents for personal consumption and may include production by members of a neighborhood or by a nonprofit organization on one or more vacant lots for personal consumption or for the off-site sale of small quantities.

Agriculture Use
The growing of timber or crops, including grazing, horticulture, floriculture, nurseries, and fruit trees, together with necessary accessory uses for processing, packing, treating or storage, and shall not include feedlots, slaughterhouses, rendering plants or sawmills.

Alley
A minor public right-of-way, between 20 and 30 feet wide, that provides vehicle access to the rear or side of a parcel that has front and/or side access to another street and is not intended for general traffic circulation.

Antenna
Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves including equipment attached to a tower or building for the purpose of providing personal wireless services. Antennas include the following types:

1. Omnidirectional (or "whip") antenna: Receives and transmits signals in a 360-degree pattern, and that is up to 15 feet in height and up to four inches in diameter.
2. Directional (or "panel") antenna: Receives and transmits signals in a directional pattern typically encompassing an arc of 120 degrees.
3. Parabolic (or "dish") antenna: A bowl shaped device that receives and transmits signals in a specific directional pattern.
4. Ancillary antenna: An antenna that is less than 12 inches in its largest dimension and that is not directly used to provide personal wireless communication services. An example would be a global positioning satellite antenna (GPS).
5. Other: All other transmitting or receiving equipment not specifically described in this chapter that most closely resembles such equipment.

Apartment
A multiple-family dwelling containing three or more dwelling units in which all units, exclusive of a unit that may be occupied by the owner or caretaker, are rented or leased.

Apiary
Any place where one or more colonies of honeybees are located and the honeybees are kept within hive(s).

Area of Shallow Flooding
A designated AO, AH, AR/AO, or AR/AH zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area Light
Light that produces over 1,800 lumens (see addendum 1, on file in the Planning and Building Department, for light output of various lamps). Area lights include, but are not limited to, streetlights, parking lot lights and yard lights.

As Built Drawings
Plans and specifications, certified by the subdivider's engineer, depicting the location, type and details of improvements installed by the subdivider. "As constructed drawings" and "as built drawings" are synonymous.

Assisted Living Facility
See definition of residential care facility.

ASTM
American standard testing methods.

Average Foot-Candle
The level of light measured at an average point of illumination between the brightest and darkest areas. The measurement can be made at the ground surface or at four to five feet above the ground.

Awning
A covered architectural projection that extends from the exterior wall of a building for the purpose of providing shade, shelter, or aesthetic value to the building facade.

B

Balcony
An outdoor living space located on an upper floor of a building that is partially enclosed by a railing or other safety barrier.

Ballast
A device used with a discharge lamp to obtain the necessary voltage, current, and/or wave form for starting and operating the lamp.

Bar/Lounge
The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including restaurants with a wine and beer license where the principal business is serving food. The use includes, but is not limited to, bar, brewery, lounge, saloon, and tavern.

Base Flood
The flood having one percent chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood, the regulatory flood, or the intermediate regional flood (IRF).

Base Flood Elevation (BFE)
A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a special flood hazard area, it may be obtained from engineering studies available from a federal, state, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the freeboard, establishes the flood protection elevation.

Basement
That portion of a building that is partly or wholly below finished grade, regardless of whether the interior space is finished or unfinished. The City shall establish finished grade within the right-of-way of the alley and at the back of the sidewalk (see illustration A on file in the office of the City Clerk).

For purposes of floodplain review, any area of a building having its floor subgrade (below ground level) on all sides. A crawl space that is not built to the specifications of §16.02.060.A.1.g(1)(B)iii is not considered a basement.

Bay Window
A window and related structure that extends outward from an exterior building wall and thereby forms an alcove in the adjoining interior space.

Beacon
Any light with one or more beams directed at the sky or at points not on the same lot as the source and also any light with one or more beams that move.

Bed and Breakfast
See definition of tourist house.

Blaine County Area Median Income (AMI)
The income categories provided on an annual basis by the U.S. Department of Housing and Urban Development. The AMI is the category that represents households making 100 percent of the AMI. These figures are compiled and distributed by the Idaho Housing and Finance Association (IHFA).

Block
A group of lots within a defined or fixed boundary, generally surrounded by public streets, not including alleys, or a boundary line of a subdivision that has been legally surveyed.

Board
The Blaine County Board of County Commissioners.

Boarding and Rooming House
A building in which the proprietor resides and that has no more than six rooms available for lease or rent for residential occupancy.

Brewpub
An eating and drinking establishment that produces a maximum of 2,000 barrels of beer annually.

Build-to line (BTL)
The line that is parallel to the property line, along which the facade of the building shall be built.

Building
1. Any permanent structure built for the shelter or enclosure of persons, animals, chattels, or property of any kind, that:
    a. Is permanently affixed to the land; and
    b. Has one or more floors and a roof.
2. Any above grade appendages to the building, such as decks, roof overhangs, porte-cocheres, and the like, are part of the building for purposes of determining building coverage, setbacks, or other regulations unless otherwise specified.

Building Coverage
The total square footage of the building foundation and all horizontal projections that constitute a "building" as defined in this section, but not including roof overhangs that are three feet or less or uncovered decks less than 30 inches above grade. Garages and guest homes shall be included in

building coverage. The lot area used to determine building coverage shall be that area landward side of the mean high water mark on the Big Wood River, Trail Creek, and Warm Springs Creek.

Building Depth
The distance between the front facade of the building and the rear facade of the building.

Building Envelope
The site for location of a building, as defined in this section, delineated on a Preliminary Plat and Final Plat.

Building Footprint
The area of the lot or parcel that is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building.

Building Frontage
The side of the building that faces the front property line of the parcel.

Building Height
1. In the CC District, the overall building height is based on measurements taken at the front and rear property lines. The allowable building height of each property line is calculated by determining the average elevation of the property line and drawing a vertical line up to the maximum building height allowed by the zoning district. The following limitations apply to structures built between the front and rear allowable building height:
    a. The front façade of the building shall not extend above the front allowable building height.
    b. The rear façade of the building shall not extend above the rear allowable building height.
    c. Multiple "steps" (changes in building height) are allowed, except that no step shall occur within 40 feet of the front property line nor within 35 feet of the rear property line.

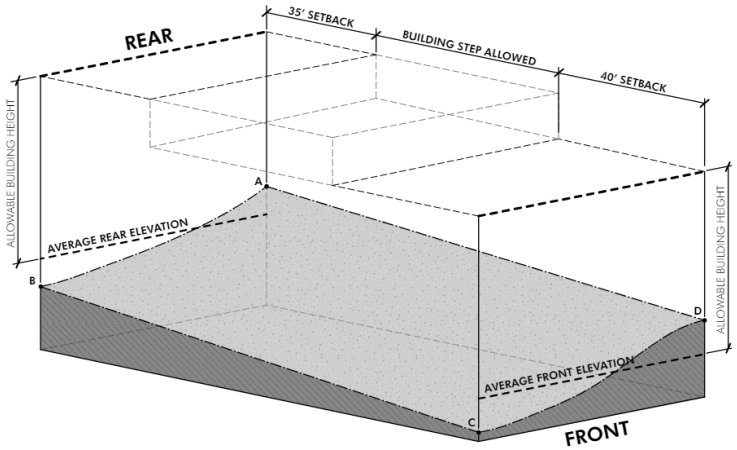


Figure 08-1: CC District Building Height Calculation

2. In the Industrial Districts, building height shall be the greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof, except where expressly exempted by Chapter 16.02, Zoning Districts. Building heights in LI districts are subject to the qualifying ground floor heights and residential standards contained in Chapter 16.02, Zoning Districts.

3. In all other Districts:
    a. Building height shall be the greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet greater than the maximum height permitted in the zoning district. No facade shall be greater than the maximum height permitted in the zoning district.
    b. Facades that step up or down hillsides shall be set back from the lower facade a minimum of 50 percent of the height of the lower facade; except, that roof overhangs may extend up to three feet into this area. This building height provision shall apply to parapets, Boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas, or chimneys.

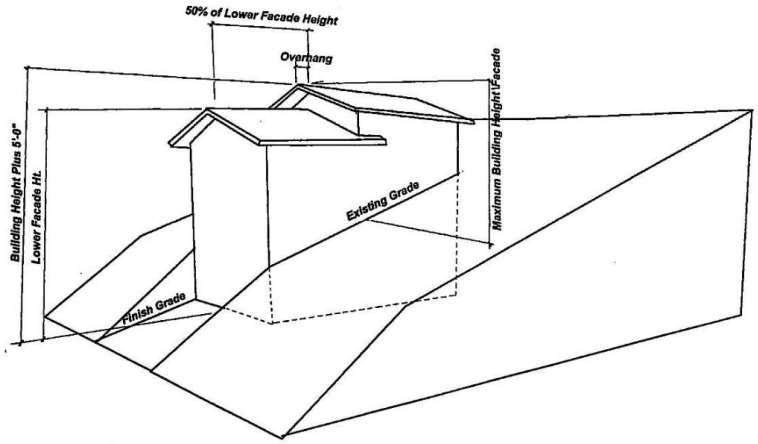


Figure 08-2: Building Height Calculation

Building Identification
A sign that identifies the name of the building only. If the name of any occupant of the building is the same as the building name, the size is included in the total for that business. Building identification signs are limited to one sign per building.

Building Official
The City of Ketchum Building Official, or their designee.

Building Permit
An official document or certificate issued by the Building Official authorizing performance of a specified activity.

Building Width
The distance from one side of the building's frontage to the other side of the building frontage.

Building Zone
The portion of the lot that is available for occupation by a building.

Bulb
The source of electric light, to be distinguished from the whole assembly (see definition of luminaire).

Bulb Out
An extension of the sidewalk into the parking lane at intersection and midblock crosswalks. Bulb outs reduce the length of pedestrian crossings and help to slow vehicle traffic.

Bulk
The size and mutual relationships of buildings and other structures and, therefore, includes:

1. The size of buildings and other structures;
2. The shape of buildings and other structures;
3. The location of exterior walls of buildings and other structures in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and
4. All open spaces relating to a building or a structure.

Business Support Service
The use of land for the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office and service establishments. Uses include: office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, or information technology support services.

C

Candela (cd)
Unit of luminous intensity.

Carrier
A company that provides wireless services.

Cemetery
The use of land for the interment of human or animal remains. The sprinkling of ashes or their burial in a biodegradable container on church grounds or their placement in a columbarium on church property shall not constitute the creation of a cemetery.

Channel
A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

Child
Any person under 12 years of age.

City
The City of Ketchum, Idaho.

City Engineer
Engineer or engineering firm designated by the City of Ketchum to review and approve construction plans and inspect and test completed work.

Cleaning (Irrigation)
Mowing, cutting, or burning of weeds, trees, and other nuisance growth, including algae growth, application of pesticides as permitted, removal of beaver dams, and removal of trash or other debris

whether floating, lodged or otherwise obstructing the conveyance of water flow through channels and works.

Clerk
The City Clerk of the City of Ketchum, Idaho.

Colonnade
A covered, open air walkway that is attached to a building and has an overhead structure (roof, balcony, or enclosed habitable space) that is supported by columns or arches.

Commercial Off-Site Snow Storage
The storage of snow that has been removed from one or more privately owned lots and relocated off-site to a different lot in the Community Core (CC), Tourist (T), and/or Light Industrial (LI-1, LI-2, LI-3) districts. This definition does not distinguish whether or not the sending and receiving lots are held under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

Commercial Studio
Work space within an enclosed structure for artists and artisans, including individuals practicing, teaching, or demonstrating in one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed. A commercial studio may hold occasional events solely and exclusively in connection with the permitted uses conducted by the commercial studio. The events shall be subordinate in nature to the commercial studio and subject to the standards of §16.03.030.C.10.

Commission
The City of Ketchum Planning and Zoning Commission.

Common Area
The area of a building used by tenants and their guests for circulation, gathering, seating and other subordinate uses that are incidental and accessory to the principal uses and functions of the building.

Community Housing
For the purpose of Planned Unit Developments, that portion of housing that meets the following minimum requirements:

1. Affordability requirements for ownership and rental units:
    a. "Ownership community or employee housing unit" means that a unit's selling price shall not exceed the maximum sales prices set forth in part IV, section 2 of the 1997 Ketchum Affordable Housing Guidelines (housing guidelines) or any subsequent amendments. The costs of an ownership unit include mortgage, principal and interest payments, insurance costs and property taxes. Income categories 1 through 4, included in the housing guidelines, shall be considered appropriate categories for the provision of community or employee housing.
    b. "Rental community or employee housing unit" means no more than 30 percent of a household's gross monthly income shall go toward housing costs. For a rental dwelling unit, housing costs include a utility allowance (telephone excluded) and monthly rental payments. To be considered affordable, rental units should be made available and priced for households making 60 percent or less of the Blaine County AMI.

2. Community housing units must be deed restricted to ensure appropriate income levels served, corresponding sales prices and long term affordability.

Community Housing or Workforce Housing
Dwelling units, for sale or rent, restricted typically via deed restriction by size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City.

Comprehensive Plan
The officially adopted Comprehensive Plan of the City of Ketchum, Idaho.

Conditional Use
A use or structure permitted only upon the issuance of a Conditional Use Permit pursuant to the provisions of §16.07.030.A.

Condominium
An estate consisting of an undivided interest in common in real property, in an interest or interests in real property, or any combination, together with a separate estate in real property in an interest or interests in real property, or any combination of the listed interests.

Consolidation
The action or process of combining more than one lot or unit into a single lot or unit.

Construction Material Laydown Yard
A site identified and approved as part of a construction activity plan or other City-issued permit for a specific construction project. Construction material laydown yards are intended to be used on an intermittent basis in association with a singular, permitted development project.

Contractor
The individual, firm or corporation undertaking execution of construction work including the work of digging, trenching, or excavating in the City streets or alleys.

Convenience Store
A retail store with a floor area of less than 1,500 square feet that sells groceries and small convenience items. Convenience stores provide no motor vehicle service of any kind.

Copy
Any graphic, letter, numeral, symbol, insignia, text, sample, model, device, or combination of those elements that is intended to advertise, identify, or notify.

Cornice
A horizontal molded projection that crowns or completes a building facade. The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Courtyard
An outdoor room created by at least three sides of a building or several buildings, generally at the building scale, that is open to the sky.

Courtyard, Sunken
A courtyard below the grade of the ground floor.

Council
The City Council of the City of Ketchum, Idaho.

County Recorder
The office of the Blaine County Recorder, Hailey, Idaho.

Covenant, Private
A written promise, covenant, restriction, or rule imposed upon land by the property owners or land developers that are private in nature and enforced accordingly. Such covenants do not replace or impair the validity of the restrictions or regulations imposed by this Code or any other applicable ordinance of the City or governmental entity having jurisdiction.

Craft/Cottage Industry
A facility devoted solely to the arts and crafts that produces or makes items that by their nature are designed or made by an artist or craftsman by using hand skills.

Crawl Space
The unfinished area of a structure, enclosed by foundation walls, between the ground below and the floor system above. A crawl space is generally under four feet in height and unfinished. A crawl space built to the specifications of §16.02.060.A.1.g(1)(B)iii is not considered a basement. (See Figure 02-1: *Preferred Crawl Space Construction*).

Crawl Space, Below Grade
A crawl space where the ground level in the enclosed space is below the lowest adjacent grade next to the building. (See Figure 02-2: *Below Grade Crawl Space Construction*).

Critical Facility
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, or installations that produce, use, or store hazardous materials or hazardous waste.

Cultural Facility
An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to, museums, libraries, or art galleries.

D

Daycare Business
The care and supervision, provided for compensation, during part of a day, for a child or children not related by blood or marriage to the owner of the daycare business, in a place other than the child's own home. This term includes preschools, nursery schools, play schools, kindercare and any like or similar operation. Daycare businesses are categorized as "centers", "facilities" or "homes", as defined in this section, according to Idaho Health and Welfare Regulations.

Daycare Center
A daycare business providing care for 13 or more children on the premises at any one time. A daycare center is required to be licensed by the Idaho Department of Health and Welfare.

Daycare Facility
A daycare business providing care for no more than 12 children on the premises at any one time and having not more than four employees. A daycare facility is required by state law to have a fire inspection.

Daycare Home
A daycare business providing care for six or fewer children on the premises at any one time, having not more than one employee in addition to the operator, and operating between the hours of 7:00 a.m. and 6:00 p.m. A daycare home is required by the City to have a basic fire inspection.

Daycare, Onsite Employee
Child care programs that occur in facilities where parents are on the premises.

Deck
A roofless exterior floor structure attached to or supported by an adjacent structure and/or posts, piers, or other independent supports.

Dedication
The setting apart of land, or interest in land, for use by the public. Land becomes dedicated when accepted by the City Council as a public dedication by ordinance, resolution, or by approval and acceptance on a Final Plat.

Density
A unit of measurement; the number of units or square footage of dwelling units per land area.

Design Guideline
A design recommendation that is intended to further define the desired image and character of development.

Design Regulation
A minimum or baseline design standard for the design of development.

Developer
The individual, firm or corporation undertaking development of the land and responsibility for preparation of plat, construction plans and specifications.

Development
Any man-made change to improved or unimproved land, including subdivision, construction activity, alteration of the landscape (except for routine pruning and maintenance of riparian vegetation to benefit the health of the vegetation), its terrain contour or vegetation, including any construction of structures, establishment of a land use, alteration of an existing structure or land use, mining, dredging, filling, grading, paving, excavation or drilling operations, streambank stabilization, placement of manufactured or mobile homes, construction of fences, hedges, berms, walls, or storage of equipment or materials on a temporary or permanent basis.

Development Activity
For the purpose of floodplain management, development activity is development as defined in this Code that will require a Floodplain Development Permit.

Development Plan
A master plan for development of a Planned Unit Development (PUD) or a phased project establishing location of required improvements and all existing and proposed structures, together with a schedule for development.

Development Specifications
Regulations and standards that apply to specific types of developments or buildings within a zoning district. Development specifications address issues of site design, building mass and height, facade design, and use of buildings and outdoor space.

Development Standards
Criteria or specifications detailing the design, layout, architectural style, scale, or other measurement/description of development.

Dormer
A framed window unit projecting through the sloping plane of a roof thereby forming an alcove in the adjoining interior space. A dormer has its own roof, which is usually a gable or hip.

Double Frontage Lot
A double frontage lot is a through lot or "reverse frontage" lot, other than a corner lot, where vehicular access is restricted to the abutting thoroughfare, and where lots have vehicular access provided by an interior public or private street.

Downspouts
A pipe for draining water from roofs and roof gutters.

Drive-Through Facility
A facility that by design, physical facilities, service, or packaging procedures, encourages or permits customers to transact business or receive services or goods while remaining in their motor vehicles.

Drive-Through Window
Any portion of a structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle.

Driveway
A nondedicated vehicular access constructed on private property that provides vehicular and/or pedestrian access to not more than four dwelling units (excluding accessory dwelling units) and is constructed in conformance with the applicable International Fire Code.

Dwelling
A building or separate portion containing a single kitchen and not less than one bathroom, to be occupied as a unit by a person or family exclusively for residential occupancy and not for short term occupancy or timeshare occupancy.

Dwelling, Multiple-Family
A building, under single or multiple ownership, containing two or more dwelling units used for residential occupancy.

Dwelling, One-Family
A detached building containing a single dwelling unit used by one family for residential occupancy, having not less than one bathroom.

Dwelling Unit
One or more rooms including at least one bathroom and kitchen, designed for or occupied as a unit by one person or family for living purposes and located in a one-family or multiple- family dwelling.

Dwelling Unit, Accessory
An attached or detached dwelling that is accessory in nature to a principal residential unit and cannot be sold separately from the principal residence. An accessory dwelling unit provides complete, independent living facilities with a separate dwelling entrance for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation, on the same lot as the principal residence. Accessory dwelling units are provided in conjunction with one-family dwelling units and are not to be constructed as an addition to a multiple-family unit.

E

EIA
The Electronic Industries Association.

Easement
A property interest (less than fee simple estate) that one person has in land owned by another, entitling the owner of their interest to limited use or enjoyment of the other's land, such as for a driveway, utility lines or similar.

Eaves
The horizontal, lower edge of a sloped roof.

Effective Date of Applicable Regulations
The effective date of the first pertinent ordinance ever adopted by the City. "Pertinent ordinance" means, for example, with respect to a nonconforming use, the first ordinance that ever prohibited that use on that land, that ordinance (and its successors) have continued in effect to the time as of which the legality of the use needs to be determined.

Eighty-Five Degree Full Cutoff Type Fixtures
Fixtures that do not allow light to escape above an 85-degree angle measured from a vertical line from the center of the lamp extended to the ground.

Electric Vehicle Charging Station
A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

Employees
The average number of persons to be employed in a building.

Enclosed
An area surrounded on at least three sides by walls and on top by a roof or similar covering.

Engineer
An officially licensed and registered engineer by the State of Idaho.

Equestrian Facility, Commercial
An establishment operated for purposes of commercial boarding, training, teaching, breeding, and rental of horses including facilities for shows and competitive events.

Equestrian Facility, Residential
A facility used for or associated with housing horses that are owned by the residents residing on the property.

Equipment Enclosure
A small enclosed structure, shelter, cabinet, box, or vault at the base of the support system that houses batteries and electrical equipment.

Event
A planned, public, social gathering or activity.

Excavation/Construction Permit
A permit for excavation within the public right-of-way. Forms are available from the Ketchum building inspector.

Existing Lighting
Any and all lighting installed prior to the Effective Date.

Exterior Lighting
Temporary or permanent lighting that is installed, located, or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting for the intent of §16.04.090, *Dark Skies*.

F

FAA
The Federal Aviation Administration.

FCC
The Federal Communications Commission.

Façade
The exposed exterior wall of a building, including measurement to the highest point of a roof, as shown in illustration B on file in the office of the City Clerk.

Facade Attached Antenna
Any antenna directly attached or affixed to the elevation of a building, tank, tower, or other structure.

Fallout Shelter
An accessory building and use specifically designed for the protection of life from radioactive fallout.

Family
A group of individuals not necessarily related by blood, marriage, adoption or guardianship living together in a dwelling unit as a single housekeeping unit.

Fascia
A flat vertical board used to conceal the ends of roof rafters or to enclose the overhang under the eaves.

Fence
A hedge, structure, or partition, erected for the purpose of enclosing a piece of land, or to divide a piece of land into distinct portions, or to separate two contiguous properties.

Fertilizer
Any substance containing one (or more) recognized plant nutrient that is used for its plant nutrient content and that is designed for use or claimed to have value in promoting plant growth, and includes limes and gypsum. It does not include unmanipulated animal manure and vegetable organic waste derived material, or biosolids regulated under 40 CFR part 503.

Fiber Cement Siding
Siding that is designed to resemble stucco, wood clapboards, or cedar shingles, depending on how the panels are textured. Fiber cement is more durable than wood or stucco, and is also fire resistant.

Finished Floor Elevation
The elevation of the first habitable floor of a structure.

Fixture
The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

Flag Lot
A flag lot is an irregularly shaped building lot or parcel that has a very limited amount of street or road frontage.

Flood or Flooding
1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of inland or tidal waters.
    b. The unusual and rapid accumulation or runoff of surface waters from any source.
    c. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in paragraph a.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as defined in paragraph a.1. of this definition.

Flood Damage Resistant Material
Any building material capable of withstanding direct and prolonged contact with floodwaters (minimum 72 hours) without sustaining significant damage (i.e., damage requiring more than cleaning, sanitizing or resurfacing). Refer to federal emergency management agency (FEMA) technical bulletin 2-2008, flood damage resistant materials for more information.

Flood Insurance Rate Map (FIRM)
The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

Flood Insurance Study (FIS)
An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood of 100-Year Frequency
A flood magnitude that has a one percent chance of being equaled or exceeded in any given year.

Flood Protection Elevation (FPE)
The base flood elevation plus the freeboard.

1. In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two feet of freeboard; and
2. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

Flood Protection System
Those physical structural works for which funds have been authorized, appropriated, and expended and that have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodlight
Light that produces up to 1,800 lumens (see addendum 1, attached to ordinance 743, for light output of various lamps) and is designed to flood a well-defined area with light. Generally, floodlights produce from 1,000 to 1,800 lumens.

Floodplain
The relatively flat area or low land adjoining the channel of a stream of a river, stream, lake, or other body of water that is subject to the hazards and inundation on a 100-year frequency, as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. Department of Housing and Urban Development in conjunction with the U.S. Army Corps of Engineers.

Floodplain or Flood-Prone Area
Any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain Administrator
The individual appointed to administer and enforce the floodplain management regulations.

Floodplain Management
The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations
Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination, that provide standards for the purpose of flood damage prevention and reduction.

Floodplain, Regulatory
A relatively flat area or low land adjoining the channel of a river, stream or watercourse or lake or other body of standing water, that has been or may be covered by water of a flood of 100-year frequency. The floodplain includes the channel floodway and floodway fringe.

Floodproofing
Any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway
The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot, as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. Department of Housing and Urban Development in conjunction with the U.S. Army Corps of Engineers. No building construction shall be permitted in the floodway.

Floodway, Designated
A floodway whose limits have been designated and established.

Floodway Encroachment Lines
The lines limiting a designated floodway.

Floor Area, Gross
The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.

Floor Area Increase
The gross and net floor area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be a public benefit.

Floor Area, Net
The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms, or storage areas in basements.

Floor Area Ratio or FAR
The product of the floor area divided by the lot area (example 2,750 square feet floor area/5,500 square feet lot area = 0.5 FAR).

Flux (Radiant Flux)
Unit is erg/sec or watts.

Food Service
An establishment where food and drink are prepared, served, and consumed on site with associated outdoor dining, or distributed to customers through take out, delivery or catering. Typical uses include, but are not limited to restaurants, cafes, delis, catering services, and brewpubs that do not distribute beer produced for off-site consumption.

Foot-candle
Illuminance produced on a surface one foot from a uniform point source of one candela, measured by a light meter.

Free and Clear Zone
A portion of a sidewalk that is unobstructed and allows for the free flow of pedestrian traffic.

Freeboard
A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The base flood elevation (BFE) plus the freeboard establishes the flood protection elevation (FPE). Freeboard shall be two feet.

Freestanding Tower
A tower not physically attached to a building or structure. The tower is attached to the ground by a foundation.

Full Cutoff Fixtures
Fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted (see Figure 04-2: Full Cutoff Light Fixture Examples).

Fully Automated WCF
No on site personnel required for the daily operation of the WCF.

Functionally Dependent Use
A facility that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

G

Glare
Intense light that results in discomfort and/or a reduction of visual performance and visibility.

Golf Course
A tract of land for playing golf, improved with tees, greens, fairways, hazards, and that may include clubhouses and shelters.

Governing Body
The board or council composed of elected officials of the county or City having jurisdiction.

Governing Housing Authority
The entity having jurisdiction over the development of guidelines and the management of community housing units within the city as authorized by the City Council.

Grade (Adjacent Ground Elevation)
The lowest point of elevation of the finished surface of ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, Existing
The elevation of the ground surface at the time of a proposed development.

Grade, Finished
The final elevation of the ground surface after development. For purposes of measuring building height, finished grade shall be the lowest exposed point of the building.

Grade, Natural
The elevation of the ground surface in its natural state prior to any site excavation, grading, or filling.

Greenhouse
A building or structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, that is devoted to the protection or cultivation of flowers or other tender plants.

Grocery Store
A facility, over 1,500 square feet in size, that is primarily used for the retail sale of household foodstuffs for off-site consumption, including any combination of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, baked foods, prepared foods, and beverages. A grocery store may include the sale of other household supplies and products, but only if accessory to the primary purpose of food sales.

Ground Floor
The floor of a building that is at or nearest to the level of the ground around the building; also referred to as first floor or ground level.

Guesthouse
A living unit consisting of a minimum of 400 square feet and not exceeding 600 square feet and containing no kitchen facilities that is located on a lot in conjunction with a single-family dwelling.

Guestroom
A room designed or used for short term occupancy that does not contain a kitchen.

Gutter
A channel along the eaves or on the roof; collects and carries away rainwater.

Guywire
Diagonal cables used to tie towers to the ground or other surfaces.

H

Habitable Floor
Any floor usable for living purposes, that includes working, sleeping, eating, cooking or recreation, or a combination of those purposes. A floor used only for garage, storage or access purposes is not a "habitable floor".

Health and Fitness Facility—Wellness Focus
A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, with a focus on wellness and characterized by low-impact movements and/or lack of mechanized equipment, including, but not limited to, yoga and Pilates studios, dance studios, gymnasiums, personal training studios, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

HEC-RAS (Hydrologic Engineering Center-River Analysis System)
A computer program for modeling water flowing through systems of open channels and computing water surface profiles.

Highest Adjacent Grade (HAG)
The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. Refer to the FEMA Elevation Certificate for HAG related to building elevation information.

Highway
A street designed or designated as a highway by the state or federal agency responsible.

Hive
A frame hive, including a Langstroth hive, that has removable frames.

Holiday Lighting
Festoon type lights, limited to small individual bulbs on a string, where the spacing of bulbs is not closer than three inches and where the output per bulb is no greater than 15 lumens.

Home Occupation
A business related activity conducted entirely within a dwelling that is incidental and accessory to the use of a dwelling as a residence and does not negatively impact the surrounding neighborhood.

Honeybee
The common honeybee. Apis mellifera L., at any stage of maturity, but excluding the African honeybee, Apis mellifera scutellata. Honeybees include queens, workers, and drones.

Horizontal Expression Line
A horizontal row, usually of brick or stone, flush with or projecting beyond the face of a building, often molded to mark a division in the wall; also referred to as a belt course or string course.

Hospital
An institution providing health services primarily for human inpatient, medical and/or surgical care for the sick or injured, and including the related facilities such as laboratories, outpatient departments, training facilities, central service facilities, and staff offices that are an integral part of the facilities.

Hotel
A building designed and used for overnight occupancy by the general public on a short term basis for a fee. Hotels shall include adequate on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space, combined utilities, on site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than 18 hours per day, and adequate on site recreational facilities. Unless otherwise approved by the City Council, occupancy periods of a hotel by any one person or entity with an ownership interest in the hotel shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. A hotel room that includes cooking facilities shall not be considered a dwelling for the purposes of density, area and bulk regulations of this Code and other land use regulations. For the purposes of granting height and density bonuses, a hotel building may contain other residential uses not used in connection with the hotel operation, so long as the total gross square footage of the hotel rooms, associated common areas, and other hotel uses outlined above comprises 75 percent or more of the entire project's gross square footage. Parking that meets the definition of "gross floor area" shall not be counted toward the 75 percent calculation.

Household Pets
Domestic household animals including, but not limited to, dogs and cats that are kept on or within any portion of the property.

Hybrid Production Facility
A commercial operation or use, on one or more premises within the same zoning district, where finished consumer goods are manufactured or produced and those same goods are offered for sale to the general public. Hybrid production facilities must be similar in size, scale, and scope of operation with adjacent or nearby uses.

I

Illuminance
Density of luminous flux incident on a surface. Unit is foot-candle or lux.

Illuminating Engineering Society of North America (IES or IESNA)
The professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

Improvements
Any alteration to the land or construction associated with the construction or installation of streets, easements, drainage facilities, curbs, gutters, sidewalks, water system, sewage system, storm sewers, gas, electric or telephone lines, lot pin monuments and other such items associated with the subdivision and/or development of land, including grading or fill of land.

Improvements, Required
Those subdivision improvements required to be constructed after Preliminary Plat approval and prior to Final Plat approval by the Council.

Industrial Design
The professional service of creating and developing concepts and specifications that optimize the function, value and aesthetics of products and systems for the mutual benefit of both user and manufacturer, often employing design thinking strategies. Typically, industrial design is intended to result in tangible goods that can be mass produced. Industrial design businesses may include on-site prototyping, fabrication, and manufacturing.

Instructional Service
The use of land for the provision of instructional services for personal improvement other than physical improvement. Uses include music, painting, ceramics, photography, fiber arts, educational tutoring facilities, handicraft, or hobby instruction.

Interior Film
A material placed on the inside of windows to diffuse light and/or filter UV radiation.

Interval Ownership
The ownership of land, condominium, or hotel unit with an ownership interest less than fee simple ownership.

J

Junkyard
Use involving the collection, storage or sale of wastepaper, rags, scrap metal or discarded material; or the dismantling, storage, salvage, or demolition of vehicles, machinery, or other materials.

K

Kennel, Boarding
A facility providing for the commercial boarding, grooming, or training of household pets not owned by the owner or occupant of the premises.

Kitchen
A room or other portion of a structure intended for cooking of food, that, at a minimum, contains a sink, refrigerator, and cooking facilities to include a range or built-in cooktop.

L

Lamp
The source of electric light; the bulb and its housing. To be distinguished from the whole assembly (see definition of luminaire).

Lattice Tower
A support structure that consists of a network of crossed metal braces, forming a tower that is usually triangular or square in cross section.

Laundry, Industrial
An industrial facility where fabrics are cleaned on a commercial or wholesale basis.

Letter of Map Change (LOMC)
A general term used to refer to the several types of revisions and amendments to FIRMs that can be accomplished by letter. They include letter of map amendment (LOMA), letter of map revision (LOMR), and letter of map revision based on fill (LOMR-F)

1. Letter of map amendment (LOMA). An official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's or structure's location in relation to the special flood hazard area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.
2. Letter of map revision (LOMR). FEMA's modification to an effective flood insurance rate map (FIRM) or a flood boundary and floodway map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area (SFHA). The LOMR officially revises the flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM), and sometimes the flood insurance study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
3. Letter of map revision based on fill (LOMR-F). FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.
4. Conditional letter of map revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map (FIRM) or flood insurance study (FIS). Upon submission and approval of certified as-built documentation, a letter of map revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building permits and/or flood development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

Licensed Carrier
A company authorized by the FCC.

Life Safety Inspection
The Building Official has inspected and approved the following items within the building as completed, including, but not limited to: handrails, guardrails, tempered glass, address, smoke detectors and fire separation requirements.

Light
The form of radiant energy acting on the retina of the eye to make sight possible; brightness, illumination, a "lamp", as defined in this section.

Light Pollution
Any adverse effect of manmade light including, but not limited to, light trespass, uplighting, the uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky; often used to denote urban sky glow.

Light Trespass
Light falling where it is not wanted or needed, generally caused by a light on a property that shines onto the property of others.

Lighting
Any or all parts of a luminaire that function to produce light.

Limited Common Area
As defined in the Condominium Property Act, means those common areas and facilities designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation, or restriction of others.

Lodging Establishment
A building or group of buildings designed or used for short term occupancy that contains more than six guestrooms offered for rent on a nightly basis with an on-site office with a person in charge 24 hours per day. Typical uses include, but are not limited to, motels, hotels, and inns. A motel room that includes cooking facilities shall not be considered a dwelling unit for the purpose of density, area, bulk, or parking regulations of this Code.

Lot
The parcel, plot, tract, or other area of real property intended for sale, transfer, lease, or encumbrance.

Lot Area
The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek, and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path, or other public pathway within the boundaries of a lot.

Lot, Buildable
A lot that contains land outside of the floodway that conforms to all ordinance requirements and where the slope is less than 25 percent.

Lot, Reverse Corner
A corner having its side street line substantially a continuation of the front lot line of the first lot to its rear.

Lot Line, Front
The property line dividing a lot from a street. On a corner lot, only one street line shall be considered as a front line, and the shorter street frontage shall be considered the front line, unless otherwise determined by the Administrator based on the orientation and layout of the lot and surrounding neighborhood.

Lot Line, Rear
The line opposite the front line.

Lot Line, Side
Any lot line other than front lot line or rear lot line.

Lot Line Shift
A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and that does not create additional lots or dwelling units. "Lot line shifts" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

Lot Width
The horizontal distance between side lot lines measured at the front lot line.

Lot Width, Average
The average of lot width measurements taken at 10-foot increments between the front and rear lot line.

Lowest Adjacent Grade (LAG)
The lowest point of the ground level immediately next to a building. Refer to the FEMA Elevation Certificate for LAG related to building elevation information.

Lowest Floor
The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement contained in 44 CFR § 60.3 and §16.02.060.A.1.g(1)(B)iii considered.

Lumen
Unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One foot-candle is one lumen per square foot. One lux is one lumen per square meter.

Luminaire
The complete lighting unit, including the lamp, the fixture, and other parts.

Luminance
At a point and in a given direction, the luminous intensity in the given direction produced by an element of the surface surrounding the point divided by the area of the projection of the element on a

plane perpendicular to the given direction; units: candelas per unit area. The "luminance" is the perceived brightness that we see, the visual effect of the illuminance, reflected, emitted, or transmitted from a surface.

M

Maintenance (Irrigation)

The act of ongoing upkeep of existing structures required to keep channels in a condition adequate to support the conveyance of irrigation and drainage water (this does not include the complete replacement or substantial replacement of an existing structure). Maintenance is further defined as the care or upkeep of channels, works, appurtenances, easements, utility corridors and property; to keep in an existing state, specified state of repair, and efficiency; return to a former condition, elevation, place, and position; to preserve from failure or decline; or repair or renovate so as to return it to its original condition. Maintenance does not include dredging as defined herein.

Maintenance Service Facility

A facility containing the necessary supplies and equipment to provide janitorial services and routine maintenance of buildings and property.

Major Addition

The extension of an existing building where the cost of the addition, not including repairs and reconstruction of the existing building, is in excess of the assessed valuation of the existing building as assessed by the Blaine County assessor during the year preceding the year in which such major addition takes place.

Manufactured Home

A structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufacturing

The use of land for the production, processing, compounding, assembly, testing, treatment, or fabrication of materials and products from processed or previously manufactured materials. Uses may include, but are not limited to, a machine shop, the manufacturing of apparel, ceramic products, cosmetics and toiletries, electrical appliances, electronics or information technology equipment, medical equipment or devices, paper products, pharmaceuticals, plastic products (but not the processing of raw materials), welding services, or tools and hardware. Uses with significant external effects that cannot be eliminated or contained during the manufacturing process are not allowed. Such external effects include, but are not limited to, smoke, noise, particulates, dirt, vibration, or odor.

Market Value

The building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

Marquee
A roof like structure of permanent nature that projects from the wall of a building to provide shade and shelter and possibly signage.

Mean High Water Mark
A water level corresponding to the natural or ordinary high water mark and is the line that the water impresses on the soil by covering it for sufficient periods of time to deprive the soil of its terrestrial vegetation and destroy its value for commonly accepted agricultural purposes.

Medical Care Facility
A facility, other than a hospital, for the provision of public health services, including related facilities such as laboratories, clinics, and administrative offices operated in connection with the facility. Inpatient hospitalization is not provided.

Mercantile
The activity of engaging in the sale or resale of goods to the public.

Minor Modifications
Changes and alterations to an existing building, development project, approved unbuilt Design Review project, or undeveloped parcel that do not increase density, intensity, nonconformity, or the size of a feature of a site or building appendage regulated by the dimensional standards established in Chapter 16.02, *Zoning Districts* and §16.01.050.B.2, *Enlargement or Alteration*.

Mixed Use
Properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

Mobile Home or Trailer
Any vehicle or structure constructed in such a manner that it is or may be mounted on wheels and used as a conveyance on highways and streets, propelled or drawn by its own or other motor power, and that may be moved in substantially one section into the City.

Mortuary
A facility in which dead bodies are prepared for burial or cremation. Crematories and funeral homes (see definition of assembly, place of) are allowed in conjunction with a mortuary.

Motor Vehicle Fueling Station
A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations associated with a motor vehicle fueling station, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

Motor Vehicle Sales
A facility providing for the sale, lease, or rental of new or used noncommercial vehicles, including automobiles, noncommercial vehicles or trucks, motorcycles, recreational vehicles, or boats. The cleaning and routine maintenance of motor vehicles is allowed as an accessory use.

Motor Vehicle Service
A facility providing service for all types of repairs and maintenance of automobiles, commercial vehicles or trucks, trailers, construction equipment, agricultural implements, or similar industrial

equipment, but does not include "junkyard" as defined by this chapter. Typical uses include, but are not limited to, automobile and truck repair garages, tire sales and installation, electronics installation and repair, oil and lubrication, windshield glass replacement services, vehicle cleaning and detailing, transmission shops, radiator shops, body and fender shops, painting, equipment service centers, machine shops, or other similar uses where repair activities are conducted.

N

Natural Features
Significant view corridors, steep embankments, knolls, canyons, streams, watercourses, or any other prominent physical features that are located on the property.

Nature Preserve
An area designated or set aside for the purpose of preserving natural areas or features, contains a minimum of six acres, is held under lease or title by a nonprofit tax exempt organization under section 501c(3) of the Internal Revenue Service Code of 1954, or corresponding provisions of any amendments or any future United States Revenue Code for preservation purposes.

Neighborhood Off-Site Snow Storage
The use of residentially zoned property in the city for the storage of snow from no more than three neighboring lots within 300 feet of the snow storage parcel. This definition does not require the sending and receiving lots to be under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

Net Livable Space (Square Footage)
The floor area within a dwelling unit measured to the inside face of the perimeter walls of the dwelling unit.

New Construction
For floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Any construction started after February 17th, 1976 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

NFPA
National Fire Protection Association.

Nonautomated
A WCF with on-site personnel.

Nonconforming Building
Any legally existing building that does not conform to the location and bulk regulations of this Code for the district in which such nonconforming building is located, either at the Effective Date or as a result of subsequent amendments that may be incorporated into this Code.

Nonconforming Use
Any legally existing use, whether within a building or other structure or on a tract of land, that does not conform to the use regulations of this Code for the district in which such nonconforming use is located

either at the Effective Date or as a result of subsequent amendments that may be incorporated into this Code.

Nonresidential Structure
A building or structure not constructed for residential purposes or as an accessory structure for residential purposes, not including nonconforming uses.

O

Office
A room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government.

Office, Business
An establishment wherein the principal use is the conduct of a business or profession including, but not limited to, accounting, design services, computer software, information systems, engineering, insurance, legal services, management and administration, organization and association offices, psychology, real estate, travel, and medical offices. Medical care facilities and hospitals are not included in this definition.

Office, Contractor-Related Business
An establishment wherein the principal use is the conduct of a business or profession specifically related to building contracting including, design services, engineering, construction, landscaping, maintenance, and property management.

One Percent Annual Chance Flood
See definition of base flood.

Opacity
The measure of the amount of light that can pass through a material or the quality of not being penetrable by light (the quality of being opaque).

Open Site Area
Open space area that provides opportunities for active recreation, passive relaxation, or community interaction, not including buildings, structures, parking areas, driveways, cul-de-sacs, or streets. Open site area does not include foundation landscaping, enlarged or enhanced parking strips or sidewalks, or unimproved or vacant areas.

Operation (Irrigation)
The regular and reoccurring performance of typical work by an irrigation or drainage entity including, but not limited to: the delivery or drainage of water, measurement of water, and adjustment of irrigation and drainage works and all related appurtenances.

Organic Fertilizer
A nonsynthetic fertilizer.

Outdoor Display
The displaying of goods, merchandise, or products outdoors such that the items are readily available for sale at retail on the same lot.

Outdoor Entertainment
Musical, theatrical, dance, cabaret, or comedy act performed outside of a building, on private property, by one or more persons for the patrons and/or guests of the permitted retail trade use associated with the building.

Outdoor Storage
An area designated on a property for the safekeeping of items owned by the occupants of the property.

Overlay District
An area of special or extraordinary building and use restrictions, applied in addition to other districts, as indicated upon the Ketchum zoning map and this Code.

Owner
The individual, firm, association, syndicate, partnership, or corporation holding fee simple title evidenced by a deed recorded in the office of the Blaine County Recorder.

P

Parapet
A low wall that extends above the roofline, often decorated with architectural details such as cornices.

Parking Area
The entire parking and vehicular circulation area(s) associated with a given project, including parking spaces, access drives and aisles.

Parking, On Site
The area off of any public or private street, access easement or alley used for the transient storage of private passenger vehicles, and of appropriate dimension according to this Code for parking stall, access drives and aisles.

Parking, Shared
The provision that two or more uses that are within close proximity may share parking facilities to fulfill their individual parking requirements because their prime operational hours do not overlap.

Parking Access/Entrance
A way or means of vehicular and pedestrian approach for all uses, except less than four dwelling units (excluding accessory dwelling units), to provide access to off-street parking spaces from a public or private street into private property, excluding underground parking ramps. The unobstructed, all weather surface of a parking access shall not be less than 20 feet nor wider than 30 feet unless otherwise approved by the City and is constructed in conformance with the adopted street standards and International Fire Code (see illustration C on file in the office of the City Clerk).

Parking Facility, Off Site
A facility, structured or surface lot, that is used for parking or storing of motor vehicles, open to public use without charge or for a fee, serves a clientele that provides patronage to on site and off site establishments. Off-site parking facilities may be designated in part or in whole toward residential parking.

Parking Space, Off Street
An area of at least 300 square feet of appropriate dimensions for the parking of an automobile, including access drives and aisles.

Parkway
A grass or landscaped strip located between the curb and gutter and the sidewalk, usually planted with street trees.

Partially Shielded
The bulb of the fixture is shielded by a translucent siding, and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb (see Figure 04-2: Full Cutoff Light Fixture Examples).

Performance Bond
Either the amount of money, or other negotiable security deposited by an applicant with the City Clerk, or a bond executed by a qualified surety company registered to do business in the State of Idaho, that guarantees that the subdivider will perform all actions and install all required improvements or their surety will pay the costs and damages up to a limit of the amount of bond or security deposited.

Performing Arts Production
A facility housing the elements needed to support a performing arts organization. Such facility should include space for the design and construction of stage components; costume and prop design and construction, administrative support, rehearsal space, storage space, and other functions associated either with an on-site or off site live performance theater.

Person
Any person, business, or organization, individual, group of individuals, corporation, association, and/or their respective agents.

Personal Service
The use of land for the provision of frequently or recurrently needed services of a personal nature. Such services include, but are not limited to, beauty and barber shops, grooming of household pets, seamstresses, tailors, shoe repair, laundromats or dry cleaning pick up/drop off where the processing of garments or fabrics is located in a separate facility.

Pesticide
Includes the following:

1. Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, plant, fungus, or virus;
2. Any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant;
3. Any nitrogen stabilizer; and
4. Pesticide shall not include any article that is a "new animal drug" within the meaning of section 321(w) of title 21 of the United States Code, that has been determined by the Secretary of Health and Human Services not to be a new animal drug by a regulation establishing conditions of use for the article, or that is an animal feed within the meaning of section 321(x) of title 21 of the United States Code bearing or containing a new animal drug.

Phased Development
Development of a parcel of land in stages either as a series of subdivisions or as a single parcel with construction of buildings and/or improvements over a series of years.

Photo Simulation
Computer generated photographs, renderings combining existing subject adjacent property conditions and improvements with proposed improvements.

Place of Assembly
The use of land for a meeting place where persons gather together for purposes of attending civic, social, religious functions, recreational events, or entertainment performances on a regular or recurring basis including, but not limited to, religious institutions, banquet facilities, funeral homes, theaters, conference centers, stadiums, or indoor or outdoor recreational facilities, but excludes a "cultural facility" as defined by this chapter. A gathering of less than 25 persons shall not be considered a place of assembly provided the gathering is accessory and incidental to the principal use.

Planned Unit Development
Development of land in which the standard land use regulations may be modified or waived in order to promote beneficial development of an entire tract of land in conformance with an approved Planned Unit Development Conditional Use Permit accentuating open site area, recreational uses, public amenities, community housing, and compatible development with surrounding properties and the city at large. Planned unit development is referred to as a "PUD".

Planning and Zoning Commission
The Planning and Zoning Commission of the City of Ketchum, Idaho.

Planning and Building Department
The Planning and Building Department of the City of Ketchum, Idaho.

Planting Strip
A strip of land within a subdivision not less than ten feet in width across which there is no driveway, street, or other access, and that is devoted exclusively to landscaping, primarily trees of not less than five feet in height. The primary purpose of planting strips is screening of streets, highways, adjacent incompatible land uses, and off-street parking areas.

Plat
Subdivision or condominium plat as required by laws of the State of Idaho.

Plat, Final
A map of a subdivision, Planned Unit Development (PUD) or dedication, and in conformance with the approved Preliminary Plat, and prepared pursuant to this chapter, and Idaho Code title 50, chapter 13, as amended or subsequently codified.

Plat, Preliminary
A preliminary plan prepared in conformance with this chapter, submitted together with such other documentation as required by this chapter.

Plat, Recorded
A Final Plat that has been accepted by the City Council and filed with the Blaine County Recorder.

Porch
An exterior appendage to a building with a roof forming a covered approach to an entrance on the ground level of the building.

Porte-Cochere
A roof projecting over a driveway at the entrance to a building that shelters those getting in or out of vehicles.

Porticoes
A porch having a roof supported by columns often leading to the entrance of a building.

Post-firm
Construction or other development for which the "start of construction" occurred on or after the effective date of the initial flood insurance rate map (FIRM).

Pre-firm
Construction or other development for which the "start of construction" occurred before November 20, 1978, the effective date of the initial flood insurance rate map (FIRM).

Product Design
See definition of industrial design.

Professional Research Services
An establishment that specializes in professional, scientific, and technical research and is inclusive of light manufacturing as an accessory use. Uses are limited to: physical distribution and logistics, engineering and specialized design services, electronic and computer services, research, development, and scientific services. This definition does not include uses that create vibration outside the exterior building walls or uses that would diminish the quality of air and water in the city.

Property Owner
All of the following: property owner(s), coproperty owner(s), developer(s), agent(s) of property owner(s) or developer(s), assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property in the development agreement.

Public Right-Of-Way
All areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, parking lots, alleys, utilities, or other places owned in fee by the City, or in, on, or over which an easement exists in the name of or held by the City, or that exists for the benefit and use of the public.

Public Use
A structure or use intended or used for a public purpose by a City, a school district, the county, the state, or by any other public agency, or by a public utility.

Public Utility
An organization that maintains the infrastructure for a public service, that often also provides a service using that infrastructure.

Q

Qualifying Ground Floor

A ground floor of a building, where the start of the second story is 18 feet or more above the level of the finished floor. In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor are permitted a higher overall height subject to §§16.02.030.E, *LI-1: Light Industrial District Number 1,* 16.02.030.F, *LI-2: Light Industrial District Number 2,* and 16.02.030.G,

LI-3: Light Industrial District Number 3.

R

Recessed
When a light is built into a structure or portion of a structure such that the light is fully cut off and no part of the light extends or protrudes beyond the underside of a structure or portion of a structure.

Recreation Facility, Commercial
A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to, arcades, sport facilities, swimming pools, laser tag and paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks.

Recreation Facility, High Intensity
A recreation facility that, due to the nature of the use, requires floor area or mass and volume, or generates higher decibel levels, that are more appropriately accommodated in the light industrial area or are buffered from residential or pedestrian-oriented commercial activity on a large recreational use zoned parcel district than in the Community Core or a Tourist district. Uses include indoor shooting range, dryland hockey training facility, gymnastics/tumbling gym, and instructional or personal training facilities wherein the instruction involves throwing, dragging, or launching heavy equipment.

Recreation Facility, Public
A publicly owned and operated recreation facility.

Recreation Facility, Residential
A recreation facility for use solely by the residents and guests of a particular residential development, Planned Unit Development, or residential neighborhood, including outdoor and indoor facilities. These facilities are usually proposed or planned in association with development and located within or adjacent to such development.

Recreation Facility, Semi-Public
A recreation facility operated by a nonprofit organization that includes both outdoor and indoor facilities including, but not limited to athletic courts and fields and swimming pools.

Recreational Vehicle
A vehicle that is:

1. Built on a single chassis, and
2. Four hundred square feet or less when measured at the largest horizontal projection, and
3. Designed to be self-propelled or permanently towed by a light duty truck, and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Center
A facility designed to be a collection point where only recyclable materials are sorted and/or temporarily stored prior to delivery to a permanent disposal site, or shipment to others for reuse, and/or processing into new products. This shall not include junkyards or wrecking yards.

Repair (Irrigation)
The restoration to good or sound conditions of any part of an existing structure, channel, channel bank, or service road for the purpose of maintenance (this does not include the complete replacement or substantial replacement of an existing structure). Repair does not include dredging as defined herein.

Repair Shop
An establishment primarily engaged in repair services of sporting equipment and household appliances; not including motor vehicle service.

Residential Care Facility
A facility or residence operated on either a profit or nonprofit basis for the purpose of providing necessary supervision, personal assistance, meals, and lodging to three or more adults not related to the owner.

Residential Density
The number of dwelling units per square feet of lot area.

Residential Development
A building used exclusively for short or long term residential purposes.

Residential Occupancy
The more or less permanent place of abode for an individual, and shall not include short term occupancy nor timeshare occupancy. A structure, dwelling or room restricted by the terms of this Code to residential occupancy shall not be used for short term occupancy for more than 30 days during any one calendar year and shall not be used for timeshare occupancy.

Restricted Use Chemical
Any pesticide, pesticide use, soil sterilant, or fertilizer classified for restricted use by the United States Environmental Protection Agency (EPA). Restricted use pesticides typically may not be applied by anyone not licensed to apply restricted use pesticides.

Restrictive Covenants
A restrictive covenant runs with the land and, thereby, binds present and future owners of the property. Restrictive covenants are used to implement the conditions of a land use approval or ensure implementation of project mitigations and components.

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

Retail trade is classified as grouped retail trade (a combination of two or more individual retail trades) or individual retail trade (a business or businesses that involve, in whole or part, retail sales that share check stands or storage areas, or share management, or are owned, leased, possessed, or otherwise controlled by, directly or indirectly, the same individual(s) or entity(ies) or by different individual(s) or

entity(ies) where: a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies) or b) the same individual(s) or entity(ies) act in a manner as an employee, owner, partner, agent, stockholder, director, member, officer, or trustee of the entity(ies) and are located within one or more separate buildings or structures within 800 feet of one another, regardless whether they are attached or detached).

Retaining Structures
Retaining walls, rockeries, modular block walls, rock walls, or any other structures that retain soil, retain earth surcharge, protect an exposed soil face, or serve as a gravity retaining wall.

Riparian Setback
A 25-foot setback measured from the mean high water mark along the banks of waterways.

Riparian Zone
That area along the banks of any waterway 25 feet in width measured horizontally from the mean high-water mark; this area is the regulated riparian zone in Ketchum. All parcels that contain riparian zone are included in the Waterways Review District.

Roadways
All streets, roads, alleys, or other circulation facilities designed for motor vehicles, privately or publicly owned.

Roof, Flat
A roof that is not pitched and the surface of which is parallel to level ground.

Roof, Gabled
A roof consisting of two sloping planes that meet at the ridge or peak. The planes are supported at their ends by triangular, upward extensions of walls known as gables.

Roof, Hipped
A type of roof that slopes from the ridge to the eaves on all sides of the roof. Hipped roofs do not contain gables.

Roof, Mansard
A roof that has two slopes on each side of the roof. The lower roof slope is steeper than the upper roof slope. The upper roof slope is sometimes flat.

Roof, Shed
A roof containing only one sloping plane. Shed roofs have no hips, ridges, valleys, or gables.

Roof Overhang
A portion of the roof structure that extends beyond the exterior walls of a building.

Roof Pitch
The degree of roof incline expressed as the ratio of the rise, in feet, to the span, in feet.

Roof Ridge
The uppermost, horizontal external angle formed by the intersection of two sloping roof planes.

Roof Slope
See definition of roof pitch.

S

Scenic Vista, Landscape and Road
As defined within the Comprehensive Plan and/or other City ordinances.

School Residential Campus
Multiple use building(s) and outdoor facilities/areas directly affiliated with an established public or semipublic educational institution for learning that include, but are not limited to, spaces devoted to dormitory, central kitchen and dining, office, classroom, study, school employee dwelling unit, study hall, gym/fitness, meeting, and parking.

Self-Service Storage Facility
A building or group of buildings of a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares.

Semipublic Use
A structure or use partially, but not entirely, open to the use of the public, such as a private school, church, lodge, club, library, hospital, or a nonprofit organization.

Service Area
Contained areas within which a wireless communication facility is able to transmit clear signals, generally circular in form.

Service Delivery Area
A space located on site for pick-ups, deliveries and refuse collection in size and area adequate and accessible for such use and service vehicles expected to be used.

Setback
The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or underground building; underground buildings or portions of buildings may encroach into required setbacks subject to §16.02.070.A.10.

Setback Zone
The area of a lot that must remain open and cannot be built over with a structure.

Shielded
When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture; also considered a full cutoff fixture (see Figure 04-2: *Full Cutoff Light Fixture Examples*).

Short Term Rental
The rental or lease of any unit or structure or portion for a period of not more than 30 days. See definition of tourist housing accommodation

Sign
Any object, device, display, or structure, or part, situated outdoors or indoors, that is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business,

product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or project images.

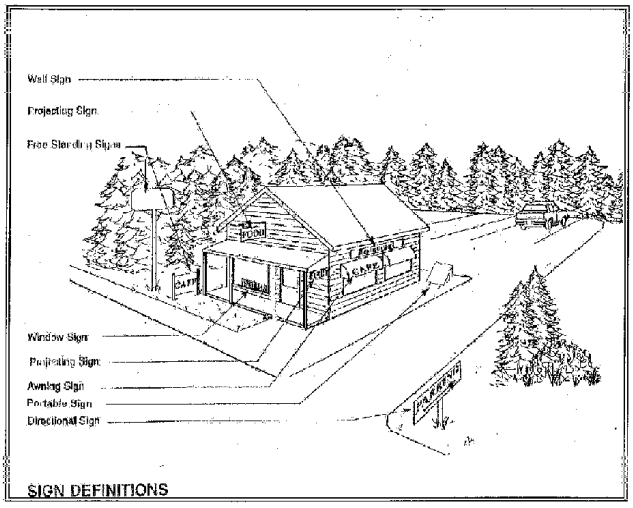


Figure 08-3: Sign Type Examples

Sign, Animated or Moving
Any sign or part of a sign that changes physical position in any way, or that gives the visual impression of movement or rotation.

Sign, Area Of/Sign Area
Writing, representation, emblem, or other graphic display, mounted or painted on a distinct background, but not including the supporting structure.

Sign, Awning or Sign, Marquee
A horizontally oriented sign that is printed on an awning or mounted on a marquee.

Sign, Banner
A flexible sign of lightweight fabric affixed with wires or ropes to or between buildings or walkways on private property and contain copy advertising a business or business activity.

Sign, Campaign
A temporary political sign announcing a political candidate seeking public office, political parties, or political and public issues including, but not limited to, public bond and levy elections.

Sign, Changeable Copy
A sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged manually or automatically, without altering the face or the surface of the sign. A sign that changes more than eight times per day shall be considered an animated sign and not a changeable copy sign.

Sign, Construction Site
A sign identifying individuals or companies involved in designing, construction, financing or developing a site. Construction signs may include, but not be limited to, owners, developers, architects, construction managers, contractors, and subcontractors.

Sign, Directional
A sign giving directions, instructions, or facility information and that may contain the name or logo of an establishment, but no advertising copy, e.g., parking, no parking, or exit and entrance signs. Directional signage shall not be counted toward total signage limitations as indicated in Chapter 16.05, *Signs*.

Sign, Directory
A relatively small sign that is attached flat against the facade at eye level and is oriented toward pedestrians. Directory signs include text limited to the names and/or addresses of the tenants in buildings with multiple tenants that do not each have a storefront and are accessed through a shared entrance or lobby. Directory signs may be located on the main level of buildings where the primary access to upper floors is by exterior stairways or elevators. Directory signs may also be referred to as registry signs.

Sign, Face of
The area or display surface of a sign on which copy and/or graphics and background is placed.

Sign, Flashing
Any directly or indirectly illuminated sign that exhibits changing light or color effects by any means whatsoever.

Sign, Freestanding
A sign affixed to a supporting structure that is independent from any building or other structure and may be visible on a maximum of two sides. Freestanding signs are oriented toward pedestrians and vehicles.

Sign, Gable
A projecting or wall sign mounted to the gable wall of a building.

Sign, Government or Public Agency
A sign erected and maintained by the City, county, state or federal government, or required by law, ordinance or other governmental regulation.

Sign, Historic and/or Sign, Landmark
Any sign that currently exists or previously existed within the city that the City Council has identified as being of significance to the history, culture, or appearance of Ketchum.

Sign, Holiday Decoration
A temporary sign, in the nature of decorations, clearly incidental to and customarily and commonly associated with any holiday.

Sign, Incidental
A sign generally informational, that has a purpose accessory to the use of the lot on which it is located, such as "No Parking", "Entrance", "Loading Only", "Telephone" and other similar directives. No sign with a commercial message legible from a position off of a lot on which the sign is located shall be considered incidental.

Sign, Internally Lit/Backlit
A sign wholly or partially lighted by a source that is inside of or behind a sign face made of translucent material.

Sign, Monument
A freestanding sign of eight feet or less in height on an ornamental base identifying a subdivision or development that has multiple suites, offices, tenants, lots, or units. Monument signs are oriented toward pedestrians and vehicles.

Sign, Nonconforming
Any sign in existence on the Effective Date for which there is a legal permit, but that does not conform to the requirements of Chapter 16.05, *Signs*.

Sign, Permanent
A sign that is permanently mounted or affixed to the ground or a building and intended to be displayed for an unlimited amount of time.

Sign, Projecting
A maximum double sided sign that projects more than six inches perpendicular to a building facade or wall and hangs from a mounted wall brace or is suspended from, and located entirely under a covered porch, covered walkway, awning, balcony, arcade, or colonnade. A projecting sign may also be referred to as a blade sign. Projecting signs are primarily oriented toward pedestrians. Projecting signs that hang from a post located in front of and detached from a building are considered freestanding signs.

Sign, Real Estate
Any sign advertising:

1. Property, buildings, or portions of buildings for sale, lease, or rent;
2. "Open houses" or other special events presenting properties for sale, lease, or rent on site intermittently and not on consecutive days. "Open houses" at which sales personnel are on site for 30 continuous days or more shall be considered real estate offices and conform to the applicable zoning district requirements; and
3. Development opportunity for which Design Review, building, and/or other requisite permit(s) have not been obtained.

Sign, Roof
A sign affixed on, above or over the roof of a building so that it projects above the roofline. The lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eaves line or fascia of a gable, gambrel, or hipped roof shall be considered the roofline. Where a parapet wall is combined with a mansard roof, the roofline shall be the top of the parapet.

Sign, Sandwich Board and Portable Board

Signs that are designed to be transported and are not permanently affixed to a building, structure, or the ground.

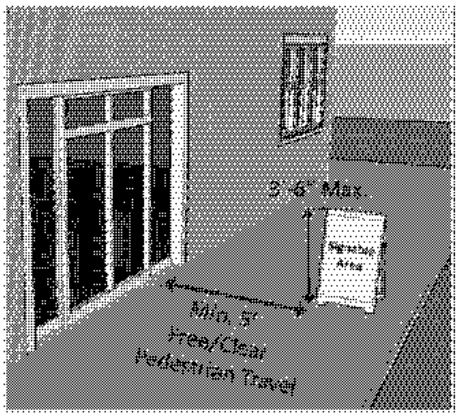


Figure 08-4: Sandwich Board Example

Sign, Temporary

A sign that is not permanently mounted or affixed to the ground or a building and intended to be displayed for a limited amount of time and does not include sandwich board or portable board signs. Sign copy changes on a "projecting sign" shall not be considered temporary provided they comply with Chapter 16.05, *Signs*.

Sign, Wall

A sign mounted parallel to, but within six inches of, a wall, or painted on the surface of a wall of a building or structure. A sign on a mansard roof shall be considered a wall sign. Wall signs are oriented toward both pedestrians and vehicles.

Sign, Wayfinding

A sign that is part of an overall plan for public convenience and information including, but not limited to, directions to recognized neighborhoods, recreation and other facilities, public buildings, entertainment venues.

Sign, Window

A sign that is applied or attached to the exterior or interior of a window or otherwise displayed for the purpose of being visible through a window from the exterior of a building. All lettering or graphics that cover more than ten percent of the total transparent window and are more than four inches in height or width are considered a window sign. Window signs are primarily oriented toward pedestrians.

Sign, Yard Sale

A sign advertising a single private sale generally at a residence or sponsored by a community organization.

Single-Family Dwelling

See definition of dwelling, one-family.

Ski Facility
An establishment or area containing the necessary elements to facilitate the use of ski runs and trails. Typical uses include, but are not limited to, powered conveyors for transporting skiers or sightseers, training facilities and associated administrative offices, retail trade, food service and parking.

Sleeping Rooms
Rooms in a hotel designed and used for overnight occupancy by the general public on a short term basis for a fee. Unless otherwise approved by the City Council, occupancy periods of a hotel by any one person or entity with an ownership interest in the hotel shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. Occupancy periods for persons or entities with no ownership interest (i.e., vacationers) shall be limited only by the 90-day per calendar year requirement.

Soil Sterilant
A chemical that temporarily or permanently prevents the growth of all plants and animals.

Solar Access
Unobstructed access to direct sunlight upon land or a building.

Solar Bronze
A clear film placed on windows that has a metallic bronze look when in direct light and filters out a portion of the solar heat penetrating a window.

Solar Energy System
Any solar collector panel(s), film(s), shingle(s), or other solar energy device(s), or solar structural component(s), mounted on a building or on the ground and including other appurtenant structures and facilities, whose primary purpose is to provide for the on-site collection, storage, and distribution of solar, or radiant, energy received from the sun and used for heating or cooling, for water heating, and/or for generation of electricity. A solar energy system may be ground mounted (i.e., placed on top of the ground surface) or roof mounted (i.e., placed on or as an integral part of a building). Ground mounted systems shall meet all required dimensional standards for accessory structures.

Special Flood Hazard Area (SFHA)
The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard", 100-year floodplain, and one percent annual chance floodplain.

Standards
The design criteria, standard specifications, and standard drawing contained in this chapter, unless otherwise noted.

Standard Specifications
Specifications for design and construction of improvements as specified in this chapter or other ordinances or resolutions of the City, or by any other governmental entity having jurisdiction, including subsequent amendment or codification.

Start of Construction
Includes substantial improvement, and means the date the Building Permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State
State of Idaho.

Stoop
A small stairway and landing platform leading to any entrance to a building.

Storage Yard
Storage of large equipment, operable vehicles, and construction/property maintenance materials on an ongoing or permanent basis. This shall not include junkyards or wrecking yards.

Stream Alteration
To obstruct, diminish, destroy, alter, modify, relocate, or change the natural existing shape of the stream channel or to change the direction of flow of water of any stream channel within or below the mean high water mark. It includes removal of material from the stream channel and emplacement of material or structures in the stream channel.

Street
A public right-of-way that provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. A street also includes the area lying between the actual traveled portion of the roadway and the adjacent boundary of any private property bordering the roadway. "Street" also includes the terms highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except "driveway" as defined in this section.

Street Frontage
The portion of the building that is immediately adjacent to the street.

Street Pole
A telephone, electric or cable television pole located in a developed street right-of-way.

Street Tree
A tree or trees located within the sidewalk and along the street frontage of a building, structure, or project.

Street, Arterial
A street designated for the purpose of carrying fast and/or heavy traffic, connecting major districts of the City.

Street, Collector
A street designated for the purpose of carrying traffic from residential streets to other collector streets and/or arterial streets.

Street, Cul-de-sac
A dead end street provided with turnaround space at its terminus.

Street, Dead End
A street connected to another street at one end only and not having provision for vehicular turnaround at its terminus.

Street, Frontage
A minor street, parallel to and adjacent to an arterial street, that has the primary purpose of providing access to abutting properties.

Street, Loop
A residential street with both terminal points on the same street of origin.

Street, Partial
A dedicated right-of-way providing only a portion of the required street width, usually along the edge of a subdivision or tract of land where remaining right-of-way widths can be obtained from adjacent properties where such properties are subdivided.

Street, Private
A street constructed on private property, that provides vehicular and pedestrian access to multiple-family dwelling units or more than four dwelling units (excluding accessory dwelling units), and constructed to standard street specifications and the International Fire Code, however, not accepted for dedication or maintenance by the City.

Street, Residential
A minor street that has the primary purpose of providing access to abutting residential dwelling units or properties and carries no heavy, through or collector traffic.

Structure

Anything constructed, installed, or erected that requires location on the ground, or over the water, or is attached/supported by something on the ground, including but not limited to buildings, fences/hedges/walls/retaining structures, sport courts, swimming pools and the like, but excluding poles, lines, cables, or similar devices used in the transmission or distribution of public utilities.

Subdivider
The individual, firm, corporation, partnership, association, syndicate, trust, or any other legal entity that files application and initiates proceedings for subdivision of land pursuant to provisions Chapter 16.04. If the subdivider is not the owner of the property, they shall be the agent of the owner as is evidenced by a recorded power of attorney for such purpose.

Substantial Damage
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

Substantial Improvement
Includes the following:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction' of the improvement over a three-year time frame. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed.
2. The term does not, however, include either:
    a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
    b. Any alteration of a structure listed on the National Register of Historic Places or the Idaho Historic Sites Inventory provided that the alteration will not preclude the structure's continued designation as a "historic structure" and the alteration is approved by Variance issued pursuant to this Code.

Support Structure
The structure to which an antenna and other necessary associated hardware is attached. Support structures include, but are not limited to, the following:

1. Nonresidential structure.
2. Monopole: A single pole sunk into the ground and/or attached to a foundation.
3. Street pole: A telephone, electric or cable television pole located in a developed street right-of-way.

Swimming Pool
A structure, whether above or below grade level, designed to hold water more than 30 inches deep to be used for recreational purposes.

T

Temporary Lighting
Lighting that is intended to be used for a special event for seven days or less.

Temporary Sawmill
A portable sawmill located on private property for the processing of timber cut only from that property.

Terrace/Patio
An at grade, open, roofless area, usually finished with paving or stone, adjacent to a building and serving as an outdoor living area.

Terrace, Sunken
A terrace below the grade of the ground floor.

Timeshare Occupancy
A facility comprised of two or more units in which the exclusive right of use, possession, or occupancy of dwelling units circulates among the various owners or lessees of the units pursuant to a fixed time schedule on a periodically recurring basis. See also definition of tourist housing accommodation.

Tourist House
A building in which the proprietor resides and does not contain more than eight guestrooms available for short term rental, and may provide daily meals to guests.

Tourist Housing Accommodation
The lease, rental or use of a dwelling unit for short term or timeshare rental.

Tower
A mast, pole, monopole, or other structure designed and primarily used to support antennas.

Townhouse Development
A planned project of two or more townhouse units that may be constructed as single building(s) containing two or more townhouse units erected generally in a row, each unit being separated from the adjoining unit or units by a one hour fire resistant party wall or walls extending from the basement floor to the roof along the dividing townhouse sublot line, each unit having its own access to the outside, and no unit located over another unit in part or in whole; and/or may be constructed as single buildings containing single townhouse units, provided the separation between units and/or buildings complies with applicable codes. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain Design Review approval prior to Building Permit issuance.

Townhouse Sublots
The lots resulting from platting a townhouse development. "Townhouse sublots" shall have a minimum area equal to that of the perimeter of each individual townhouse unit measured at the foundation, whether located independently or within a building containing two or more townhouse units in a townhouse development. Such sublots shall not be buildable for structures other than a "townhouse unit" as defined in this section. Platting of sublots shall follow the procedures set forth in the subdivision ordinance and other applicable codes in effect. Detached garages may be allowed in a townhouse development and may be platted on separate sublots; provided that the ownership of such detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

Townhouse Unit
Townhouse units are a type of housing where independent houses often, but not always, share walls. Units are characterized by one or more rooms, including at least one bathroom and kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

Truck Terminal
A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck. Included in the use type would be express and other mail and package distribution facilities.

TV and Radio Broadcasting
An installation consisting of one or more transmitters or receivers used for radio, television or cable communications or broadcasting.

Twenty-Five Percent Grade
One foot change in elevation for every four feet of land measured horizontally.

U

Unbroken Façade
A continuous portion of a wall of a building, located above or beside a window or door and unbroken by doors, windows, or other architectural features, and measured either vertically or horizontally, whichever is less.

Underground Parking
An enclosed off-street parking area within the lowest floor of a building; provided that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane (see illustration A on file in the office of the City Clerk).

Uplighting
Lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Uses
Those land use classifications as set forth in the Comprehensive Plan. The land use classifications include: short term occupancy and support, long term residential occupancy, recreation and open space, business and shopping, and light industry.

Utilities
Installations for providing services to and used by the public, e.g., water, sewer, electricity, gas, television, cable, and similar facilities.

V

Vegetation
Trees, shrubs, and other plant species.

Vent
Any outlet for air that protrudes through the roof deck such as a pipe or stack. Any device installed on the roof, gable, or soffit for the purpose of ventilating the underside of the roof deck or other venting purposes of the structure.

Veterinary Service Establishment
A facility rending surgical and medical treatment to large animals and household pets, providing boarding kennels, and/or outdoor runs. Crematoriums are not included as an accessory use.

Vicinity Map
A small map showing the location of a tract of land in relation to the City, including existing major streets and highways and surrounding subdivision(s) or large parcels of land.

Violation, Floodplain
The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the finished construction elevation certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

W

Warehouse
A facility for the use of dry/cold storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watercourse
A natural depression or channel that carries or gives direction to a current of water any time of the year.

Waterway
A channel, natural or manmade, that water runs through.

Wholesale
The sale of commodities in quantity for resale.

Wholesaler
A merchant middleman who sells chiefly to retailers, other merchants, or industrial, institutional, and commercial users mainly for resale or business use.

Width of Lot
The average distance parallel to the front lot line, measured at ten-foot intervals between side lot lines.

Wind Energy System
Any electric generation facility, whose main purpose is to convert and store wind energy into usable forms of energy and that includes the wind turbine(s), structural supports, electrical infrastructure, and other appurtenant structures and facilities. Wind energy systems may be freestanding (i.e., placed on top of the ground surface) or roof mounted and shall meet all dimensional requirements of principal buildings for the zoning district in which they are located.

Wireless Communication Facility (WCF)
A facility that transmits and/or receives electromagnetic signals, including antennas, microwave dishes, parabolic antennas, directional antennas, and other types of equipment for the transmission or reception of such signals, towers or similar structures supporting the equipment, equipment buildings, shelters, cabinets, parking area, and other accessory development.

Wireless Communication Facility (WCF), Collocation
The use of a single support system on the ground by more than one carrier (vertical collocation) and/or several support systems on an existing building or structure by more than one carrier.

Work/Live Units

Work/live units incorporate residential living space in a nonresidential building. Work/live units are held jointly in common ownership and the work and live spaces cannot be sold or platted as separate condominiums, as documented with a City-approved restrictive covenant recorded against the property.

X

Y

Yard

That portion of the open area on a lot extending open and unobstructed from the ground upward from a lot line for a depth or width specified by the regulations for the district in which the lot is located.

Yard, Front

A yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

Yard, Rear

A yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

Yard, Side

A yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of building.

Z

EXHIBIT B

PUBLICATION SUMMARY

ORDINANCE 1260

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING KETCHUM MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES TO REMOVE CERTAIN DESIGN AND CONSTRUCTION REQUIREMENTS AND USE OF RIGHTS-OF-WAY; AND TO REPEAL AND REPLACE TITLE 16 – SUBDIVISIONS AND TITLE 17 – ZONING REGULATIONS WITH NEW TITLE 16 – LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1260 of the City of Ketchum, Blaine County, Idaho, adopted on _____, 2025, is as follows:

SECTION 1. Deletes certain chapters pertaining to design and construction of certain infrastructure and use of rights-of-way.

SECTION 2. Repeals and replaces subdivision and zoning regulations with one consolidated title of all land development regulations including chapters deleted from Title 12.

SECTION 3. Provides a savings and severability clause.

SECTION 4. Provides a repealer clause.

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

SECTION 6. Provides that the Ordinance shall take full force and effect on January 1, 2026, following passage, approval, and publication according to law.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST: APPROVED:

_____ _____

Trent Donat, City Clerk Neil Bradshaw, Mayor

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the second reading of Ordinance 1269, amendment to Title 12 of the Ketchum Municipal Code.

Recommended Motion:

"I move to approve the second reading of Ordinance 1269 by number and title only."

Reasons for Recommendation:

- The proposed text amendment to Title 12 is to establish regulations regarding snowmelt systems that encroach within public rights-of-way. The proposed amendment allows for snowmelt systems to encroach within public rights-of-way with additional mitigation measures, including system design and operational requirements as well as a right-of-way usage fee.
- After reviewing the proposed text amendment to Title 12, the City Council held a public hearing on November 3, 2025, and approved the first reading of Ordinance 1269.
- The City Council supported the proposed text amendment and did not request any changes to Ordinance 1269 at the first reading. No changes to the ordinance have been made by staff.

Policy Analysis and Background:

The City Council held a public hearing and conducted the first reading of Ordinance 1269 during their regular meeting on November 3, 2025. After reviewing the proposed text amendment to Title 12, staff's analysis, the Council approved the first reading of Ordinance 1269. Three Council members voted in favor, and one Council member voted against the ordinance. The Council did not request any additional information or changes to the ordinance. Therefore, no changes have been made by staff to Ordinance 1269.

For a full review of the draft language for Ordinance 1269, please see Attachment 1. The supplemental materials including the right-of-way usage (ROW) fee calculator and ROW usage fee frequently asked questions sheet have been included as Attachments 2 and 3, respectively.

Staff recommends the City Council approve the second reading of Ordinance 1269. If the second reading is approved, the third reading will be held during the following Council meeting on December 1st, unless the Council determines that the third reading should be consolidated with the second.

Next Steps

The ROW usage fee requires an amendment to the adopted Fiscal Year 2026 comprehensive fees and charges list (fee schedule), which must be publicly noticed twice and approved by City Council via

resolution. The fee schedule amendment will be noticed on November 19th and November 26th for a public hearing with City Council on December 1, 2025. Therefore, the amended fee schedule will be adopted and in effect prior to the effective date of January 1, 2026, for Ordinance 1269.

The ROW snowmelt regulations will be included as part of the education and outreach campaign for the new consolidated code. Outreach will focus on educating property owners, contractors, and design professionals about application procedures, design requirements, and the ROW usage fee and fee exemptions.

Sustainability Impact:

In September of 2024, Ketchum formally adopted Blaine County's Climate Action Plan (CAP). Ketchum Resolution #24-017 for the adoption of the CAP can be found linked here. The CAP is a roadmap towards achieving meaningful greenhouse gas mitigation countywide while also adapting to the changes that are already occurring. One of the four focus areas of the CAP is Clean Energy and Green Building. In this chapter, the County identified two main strategies: increasing the supply of renewable energy and reducing the demand of energy overall. The proposed policy addresses both of those strategies. Requiring moisture and temperature monitors as well as requiring insultation of the systems works to ensure that the snowmelt systems that are installed are as energy efficient as possible, reducing overall energy demand. The addition of the right of way usage fee and the dedication of those funds towards installing locally produced renewable energy works towards the first goal of increasing the supply of renewable energy.

Financial Impact:

None OR Adequate funds exist in account:	The ROW usage fee provision of the policy will generate funds that are dedicated to municipal energy efficiency and sustainability projects, but the amount is undetermined due to the variability of snowmelt system sizes and applications received.

Attachments:

1. Draft Ordinance 1269
2. Snowmelt ROW Usage Fee Calculator
3. ROW Usage Fee FAQ Sheet

City of Ketchum

Attachment 1:

Draft Ordinance 1269

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTBALISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum (the "City") is responsible for maintaining public rights-of-way to ensure safe, functional, and accessible transportation corridors for vehicles and pedestrians; and

WHEREAS, snow and ice accumulation during winter months can create hazardous conditions on sidewalks, driveways, and access points, and the use of snowmelt systems is a common means for property owners to mitigate such hazards; and

WHEREAS, snowmelt systems installed on private property often extend into the City rights-of-way without consistent regulation, oversight, or permitting and the City finds it necessary to establish clear standards for the design and operation of snowmelt systems that encroach within the public rights-of-way; and

WHEREAS, unregulated or improperly installed snowmelt systems within the public rights-of-way may interfere with street maintenance operations or result in inefficient energy consumption which diminishes the capacity of the City's electric grid; and

WHEREAS, the policy establishes a right-of-way usage fee that reflects the public cost associated with the system's impact on grid capacity, environmental resilience, and resource management; and

WHEREAS, the City Council held two policy discussions on May 19, 2025, and August 18, 2025, to review proposed system design and operation standards and to develop a fee structure that establishes a better trade-off for the private use of public rights-of-way, creating a more balanced and effective approach to managing the energy demand and carbon impact of snowmelt systems; and

WHEREAS, the purpose of this section is to establish standards under which property owners may install a snowmelt system that encroaches into the city-owned right-of-way. These standards are intended to balance energy burden and carbon emission mitigation while complying with regulatory standards; and

WHEREAS, the City Council held a public hearing on November 3, 2025, to review the ordinance and information; and

WHEREAS, the City Council held three readings of Ordinance 1269 on _____, _____, and _____, resulting in approval of this ordinance; and

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

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

SECTION 1. AMENDMENTS TO TITLE 12 - STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES. That Section 12.04.030 – Design Criteria be amended to include Section 12.04.030.N – Snowmelt Systems with the following language:

N. Snowmelt Systems

a. Design and Operational Requirements:

a. New Snowmelt Systems

(A) The system shall accurately measure surface and ambient temperatures and shall accurately detect snowfall, ice, and precipitation on the surface.

(B) The system shall include automatic controls programmed to shut off the system when the pavement temperature is greater than 50 degrees Fahrenheit and precipitation is not falling and programmed to shut off the system when the outdoor temperature is greater than 40 degrees Fahrenheit.

(C) The system shall be insulated below and around the perimeter with insulation approved by the City Engineer.

(D) Drainage shall be retained onsite, designed to eliminate standing water, and drain in a manner that results in no icing on adjacent non-snowmelted hard surfaces in the right-of-way, such as asphalt, concrete, or pavers.

(E) For systems that elect to use a boiler, the boiler shall have an annual fuel utilization efficiency rating of 87% or greater for oil boilers and 90% or greater for gas boilers.

b. Pre-Existing Snowmelt Systems – Repair

(A) Repairs to existing snowmelt systems include but are not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures.

(B) Repairs to existing snowmelt systems in the right-of-way which do not increase the pre-existing energy consumption are exempt from the design and operational requirements of new systems. However,

for boiler replacements, the replacement shall be a high efficiency boiler meeting the boiler requirements of new systems.

c. Pre-Existing Snowmelt Systems - Replacement
    (A) Replacements include but are not limited to replacement of all components, reconfiguration, and expansions to an existing snowmelt system.
    (B) Replacements of existing snowmelt systems in the right-of-way shall comply with the design and operation standards for new systems and are subject to the right-of-way usage fee.
d. Right-of-Way Encroachment Permit
    (A) A right-of-way encroachment permit is required for all improvements in the right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the property owner is required to obtain one.

2. Right-of-Way Usage Fee
    a. The property owner shall pay a one-time right-of-way usage fee when a private snowmelt system encroaches into the right-of-way. The fee is based on the entire snowmelt system's energy usage. The Right-of-Way Usage Fee shall be approved by City Council.
    b. Fee exemptions
        (A) Snowmelt in the Community Core Zone: For projects in the Community Core Zone District where the right-of-way standards require the installation of snowmelt for public safety, access, or street maintenance, the system shall comply with the system design and operational standards, but the project shall be exempt from the right-of-way usage fee.
        (B) Required Snowmelt in Residential Zones: If a residential project is required to install snowmelt by the Fire Department, Streets Department, or City Engineer for access, public safety, or street maintenance reasons, the system shall comply with the system design and operational standards but is exempt from the right-of-way usage fee.
        (C) Existing Alternative Energy: If a project is proposed in a location where an existing alternative energy source is provided, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation demonstrating that a renewable energy system exists onsite that has the capacity to generate sufficient energy across a calendar year of

production to power the entirety of the snowmelt system for one winter season.

(D) Proposed Alternative Energy: If a project is proposed that includes the installation of a new onsite renewable energy system, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation that demonstrates that the proposed energy system generates sufficient energy across a calendar year of production to power the entirety of the snowmelt system for one winter season. The renewable energy system shall be permitted, installed, and operational prior to completion of the snowmelt system.

c. Partial Energy Coverage: If an existing or proposed renewable energy system does not fully meet the energy demand of the snowmelt system, the property owner shall calculate the residual energy required and pay the right-of-way usage fee for the remaining amount of energy not covered by the renewable energy system.

3. Application

(1) The property owner shall submit a right-of-way encroachment permit application with the following information provided:

(A) Snowmelt system specifications, including the design heat flux (power per square foot)

(B) Engineering or installation plans illustrating the snowmelt system and its extension into the right-of-way

(C) Calculation of energy demand for entire snowmelt system from provided right of way usage fee calculator

(D) Documentation of onsite alternative energy generation, if applicable.

(2) Payment of right-of-way usage fee shall occur prior to permit issuance.

4. Authority of the Administrator

a. The Administrator is authorized to approve right-of-way encroachment permit applications for snowmelt systems that encroach into the right-of-way. The Administrator shall have the authority to defer approval of right-of-way encroachment permits to the City Council.

5. Enforcement

a. Failure to comply with any provision of this section may result in a revocation of the right-of-way permit.

b. Per the provisions of the right-of-way encroachment permit, the city reserves the right to require the removal of a snowmelt system from the right-of-way at the owner's expense if it is found to be noncompliant with this section.

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

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

SECTION 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City.

SECTION 5. CODIFICATION: This Ordinance references Title, Chapter, and Section as exist in the Ketchum Municipal Code as of the date of adoption. The City is currently undergoing a consolidated code effort, anticipated to be formalized by ordinance on or before January 2026. It is specifically designated here that the Title, Chapter, and Section referenced herein may be administratively updated within codification to incorporate this ordinance into the consolidated effort if/when such takes effect with new Title, Chapter, and Section references to be administratively determined for convenience and consistency at that time.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on January 1, 2026, after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2025.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2025.

APPROVED:

_____
Neil Bradshaw, Mayor

ATTEST:

_____
Trent Donat, City Clerk

EXHIBIT A

PUBLICATION SUMMARY

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTBALISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1269 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2025, is as follows:

SECTION 1. Allows snowmelt systems to encroach within public rights-of-way subject to system design and operational standards, provides procedures and processing of permits for snowmelt systems, and establishes a right-of-way usage fee that offers exemptions for onsite renewable energy generation.

SECTION 2. Provides a savings and severability clause.

SECTION 3. Provides a repealer clause.

SECTION 4. Provides for publication by summary.

SECTION 5. The designated title, chapter, and section of the ordinance is permitted to be administratively incorporated into the current code consolidated effort if/when such takes effect with new title, chapter, and section references.

SECTION 6. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

_____
Trent Donat, City Clerk

APPROVED:

_____
Neil Bradshaw, Mayor

City of Ketchum

Attachment 2:

Snowmelt ROW Usage Fee Calculator

City of Ketchum
Right of Way Snowmelt System Application Fee Calculation
V3 (11/10/2025)

Instructions For Use

1) Navigate to sheet titled "Snowmelt System".

2) Enter applicable information detailing onsite energy generation and snowmelt system size into orange cells.

3) ROW usage fee will be shown in yellow highlighted cell.

4) Note that blue cells are locked and are calculated cells only.

5) See sheet labled "Assumptions" for any assumptions and sources used in calculation

6) Upload completed calculator onto Community Connect as an excel file

Project Information				
Project Adress:				
Property Owner Contact Information:			**Contractor Contact Information:**	
	Name:		Name:	
	Email:		Email:	
	Phone:		Phone:	

Right Of Way Calculator	
Onsite Renewable Energy Generation *Please enter the following details pertaining to any existing onsite renewable energy generation including small head hydro, solar PV, wind, geothermal, or otherwise*	
Type of energy generation:	
Size of system (kW):	
Yearly generation capacity (kWh):	
Snowmelt System Size and Specs *Please enter the following information pertaining to snowmelt system*	
Total Area For Snowmelt System (SF)*	
Design Heat Output (BTU/hr*sf)	
Energy Use for Operation (BTU/hr)	0
ROW Usage Fee Calculation	
Energy Use per year (BTU)	0
Energy use per year in million BTUs	0
kWhs of Onsite Renewable Energy Generation	0
BTUs of renewable energy produced on site	0
Million BTUs of renewable energy produced on site	0
Remaining Energy Use to be Paid by Fee	0
Remaining CO2 emissions per year (lbs)	0
Remaining CO2 emissions per year (tons)	0
Cost of Carbon per year ($)	0
ROW Usage Fee	0

Instructions:
Enter information into orange cells only
Blue cells are calculated cells
*Please enter the total area for the entire snowmelt system, including area located within *and* outside of

Assumptions for Calculation		Source
102	Inches of snow per season in Ketchum	Historical weather data
143	Idaho Power's estimate of cost of carbon by end of planning period for IRP (20 years)	2025 Idaho Power Integrated Resource Plan
116.65	Lbs of CO2 per million BTU of natural gas	Energy Information Administration | Department of Energy
1.5	Pre and post slab heating factor	Total time of operation, including pre-heating system area and post-snowfall heat to prevent development of ice
153	hours of heating time	Based on annual snowfall and slab heating factor
30	year lifespan of the system	Feedback from local contractor community

City of Ketchum

Attachment 3:

ROW Usage Fee FAQ Sheet

City of Ketchum

Right-of-Way Usage Fee Frequently Asked Questions

What is the Right-of-Way Usage Fee?
The Right-of-Way Usage Fee is a one-time fee required for snowmelt systems that encroach into the right-of-way. Property owners wishing to install a snowmelt system that extends into the right-of-way must submit a right-of-way encroachment permit application and pay the required Right-of-Way Usage Fee prior to permit issuance.

Why is there a Right-of-Way Usage Fee for snowmelt systems?
The Right-of-Way Usage Fee reflects the excess energy use of the snowmelt system and compensates for the public cost of the system's impact on local resiliency and greenhouse gas emissions. The fee will generate funds for energy efficiency and renewable energy projects in the City. This works towards the City's adopted goals of increasing energy efficiency and renewable energy production.

Do I need to pay a fee if I wish to install a snowmelt system that is entirely contained within my property and does not extend into the right-of-way?
No.

My new snowmelt system does extend into the right-of-way, but most of it is in my driveway. Do I need to pay a fee?
Yes, if the snowmelt system you wish to install extends any amount into the right-of-way, you must submit a right-of-way encroachment permit application and pay the Right-of-Way Usage Fee.

Do I need to pay a fee on an existing snowmelt system?
Depends! If an existing snowmelt system that encroaches within the right-of-way is being replaced, a right-of-way encroachment permit would be needed, and it would be subject to the Right-of-Way Usage Fee. Replacements include but are not limited to replacing/reconfiguring/expanding existing snowmelt system. Repairs to existing snowmelt systems that encroach within the right-of-way which do not increase the pre-existing energy consumption are exempt from the right-of-way usage fee. Repairs include but are

not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures

A right-of-way encroachment permit is required for all improvements within the City right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the owner is required to obtain one.

How do I qualify for an exemption to the fee?
Snowmelt systems that are paired with an existing or proposed onsite renewable energy generation may qualify for an exemption. Calculations for onsite generation are included in the Right-of-Way Usage Fee Calculator, and completion of the calculator is required for new systems or the replacement of an existing system. If the onsite energy generation covers a portion of the snowmelt system's energy use, but not the entirety of the energy demand, the applicant is only exempt from the portion of the energy that is produced onsite from renewable sources. The applicant is responsible for paying the fee calculated from the remaining energy use of the system not covered by the onsite generation.

New systems that are required to be installed to comply with right-of-way standards by the Fire Department, Steets Department, or City Engineer for public safety, access, or street maintenance are exempt from the fee; however, the system must still meet the new design and operational standards.

How do I apply for a permit for a snowmelt system that extends into the right-of-way?
Submit a right of way encroachment permit application on CommunityConnect. All of the required information and documentation will need to be uploaded to the application on CommunityConnect with the permit submittal.

What documents are required for a permit?
You must complete and submit the Right-of-Way Usage Fee Calculator, HOA Approval Documentation (if applicable), system specifications, engineering or installation plans, and documentation of existing or proposed onsite renewable energy system (if applicable).

When do I need to pay the fee?
Prior to issuance of the right-of-way encroachment permit.

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Carissa Connelly / Housing

Agenda Item: Recommendation to Approve Contract for Services to facilitate sale of Category Local condominiums

Recommended Motion:

I move to approve Contracts with Windermere Real Estate (PO 26053) to facilitate the sale of the Hyperborean Condos for Category Local buyers

Reasons for Recommendation:

- Anna Mathieu, Associate Broker with Windemere, represents the interests of BCHA and ARCH since 2008, and has facilitated the sale of 46 community homes and assists in policy development and program feedback. Full resume is attached.
- Anna is a proven resource for buyers and sellers and all professionals involved in the sale of community homes.
- Anna assisted the City of Ketchum with the purchase of a Charitable Sale with no compensation and has been advising on Hyperborean for a year.

Policy Analysis and Background:

At the November 3rd Council meeting, the majority of Council confirmed that they support (1) Anna Mathieu representing the City on the three Hyperborean condominium sales and (2) the initial asking price on the condominiums. At that meeting, Council directed staff to negotiate the compensation to Anna for those sales.

Staff continue to recommend approving the initial asking price for many reasons, including fairness to the agent. That that rate is an industry norm (at a minimum) on much higher-priced and less complex sales, and she had already reduced the rate by 25% on each sale if there is no buyers' agent. Beyond that, staff emphasize the amount of work that Anna has done pro bono for the city over the last few years.

In addition, paying a non-discounted commission for the marketing and sales of the Hyperborean condominiums is essential for several reasons that prioritize both the project's success and the broader goal of integrating deed-restricted properties into the mainstream real estate market.

Comprehensive work already conducted by Anna Mathieu on Hyperborean

The scope of the marketing agreement does not capture the extensive work Anna already did to prepare Hyperborean for sale. Her involvement began 11 months before these contracts were presented to Council, including a site visit, market research, and conducting a Comparable Market Analysis on a property the city had already entered into a contract to purchase.

Additionally:

- She engaged deeply in reviewing CC&Rs and drafting analysis to protect the city's interests and those of future owners.
- She helped identified necessary capital improvements, facilitating effective discussions to ensure the project meets community needs and conventional lending standards.
- She advised on the importance of establishing an HOA, engaging with lenders, and vetting property management companies, all to bolster the project's sale-ability and long-term health.

This foundational work over the last 11+ months merits recognition through full requested commission, reflecting the significant hours invested and value shared through expertise. Notably, she began this work as staff had negotiated the initial sales contract at the Administrative level, before determining that all three contracts ought to be executed and thus brought to Council for approval given the scale of the combined expense.

Proven Results in Previous Projects

Anna's track record includes achieving success in the Charitable Sale to the City that resulted in a locals-only Community Housing condominium. This complex endeavor – the first of its kind for the City – required substantial effort:

- Managing coordination and communication between the Charitable seller and his agent, the City as buyer, the City as Seller, the BCHA applicants and the eventual Buyer, as well as various stakeholders along the way
- Ensuring repairs were completed, marketing the property, assessing and communicating risks involved with the HOA and needed capital improvements
- Navigating the declaration of non-warrantability and subsequent financing challenges, guiding the buyer through as many options as available
- Ultimately securing a successful closing after extensive consultations, which displayed my commitment and expertise in community housing.

Anna represented the city on a complimentary basis (no commission) for the purchase. At resale, over 1.5 years later, she was compensated with 2% of the discounted purchase price for her role, which is a highly discounted rate given that she was helping multiple parties, and speaks to her commitment to community housing.

Long-Term Contributions to Community Housing

Anna has dedicated countless hours over many years to deed restricted community housing efforts, both for the City and BCHA. Her contributions include:

- Serving as an advisor, historian, trouble-shooter, perspective-bringer, and real estate market resource to the various housing staff over time and iterations of the organization

- Advising staff during development and ongoing operation of the Ownership and Preservation Program
- Participating in the review and revision of Blaine County Housing Authority Policies at least four times
- Engaging with lenders and appraisers to ensure they understand the unique aspects of deed-restricted properties, and avoid delays and surmount challenges
- Analyzing and advocating for fair HOA dues structures in the strategic effort to persuade HOAs to adopt an equitable formula for deed restricted homeowners
- Working to represent the programs and policies of BCHA while educating and guiding buyers and sellers of deed restricted properties (essentially serving three parties rather than one client), most times for a discounted commission, on lower price properties

These ongoing efforts demonstrate a commitment that extends beyond individual projects to the overall health of the community housing landscape.

Mainstreaming Deed-Restricted Properties
Finally, one of the primary objectives in marketing the Hyperborean condominiums is to "mainstream" the sales of Locals Only deed-restricted properties. Paying full commission supports this goal by ensuring competitive compensation for agents. This is crucial as:

- A reduction in commission could hinder agents' willingness to promote these properties, which undercuts the objective of normalizing sales in the real estate market.
- It may create confusion for buyers and their agents, potentially complicating transactions and deterring sales.

In the wider real estate market, buyers negotiate fair compensation with their agents, and offering a competitive commission aligns with standard real estate practices. It also avoids issues with community homebuyers having to come up with additional monies to meet their contractual agreements with their agents, or having to renegotiate the compensation offered with the city (the seller) at the time of an offer.

In conclusion, paying the full commission reflects the substantial work already completed, acknowledges past successes, enhances the community's housing efforts, and encourages a healthy real estate market for deed-restricted properties. This investment is essential for the project's success and its acceptance within the broader community.

Alternative Compensation
Anna has already offered a 25% reduction if the buyer does not use an agent, which is not an industry norm. If Council determines that they still support a further negotiated rate, Anna has graciously offered a reduction in her rate if a buyer's agent is used for the second and third sales to be 2.75% and 2.5% respectively.

Using multiple agents
At the November 3rd meeting, the majority of Council agreed to use Anna's services for all three sales. However, staff understand that a councilmember will again request to use of multiple agents.

Since the contracts have yet to be approved, staff are providing more in-depth reasoning for the strong recommendation to engage Anna for all three sales.

Given Anna's extensive experience and knowledge, and the time sensitivity, staff recommend approving the contracts with Windermere. Staff and many peer communities find that – when untrained real estate agents are engaged by sellers or buyers of community homes – it creates a greater administrative burden on staff and public frustration due to unmanaged expectations and other misconceptions of the program and restrictions. Staff already know of untrained agents assisting buyers who are seeking a seasonal residential property and dissuading clients from participating in the program.

For BCHA's program, when a seller engages an agent (which is extremely rare) they are required under BCHA's policies to sign an Acknowledgement and Acceptance agreement to follow BCHA's policies and processes. In addition, staff and Anna meet with the agent to review key terms. However, that is still with both staff and Anna actively overseeing the process and representing BCHA's interests. It can take months – if not longer – for people to fully understand eligibility and process.

In addition, these complex sales can take longer than market transactions, and lenders and others involved in the transaction often need education: Proceeding without an agent that is not highly knowledgeable of the policies and processes risks buyer financing and likely delays the City's recapture. It would most likely cause confusion among interested buyers and dissuade them from using the program due to inefficiencies and miscommunication. Staff do not recommend engaging new agents without training.

With Council's direction, going forward, staff could explore two additional methods of real estate representation:

1. Training BCHA's program administrators as real estate agents (as many similar programs do). Organizations do this to ensure program policies and processes are followed, to maintain the integrity of the program and directly manage the user experience. External real estate agents know to refer clients to the organization and focus their efforts instead on sales that generate more income for themselves.

   Anna already does and continues to be committed to training BCHA's Program Administrator, who has only been a full-time staff member for 11 months. BCHA currently has this as a backburner item on its annual workplan, since the Program Administrator responsible for working with Anna on sales will be on medical leave for an extended period starting this winter. Staff remain supportive of this option.

2. Training other real estate agents, if there is interest. Since staff began assisting and then staffing BCHA, staff have not been approached by real estate agents for training or a better understanding of deed restrictions and the sales process. Typically, if an agent wants to participate in a sale or learn more about the property, they will attend an open house or request a viewing. In addition, an agent could attend BCHA's meetings to learn more. This has not occurred, except for a rare few buyers' agents.

If Council wants to go this direction, this would either require an additional negotiation with Anna to gauge her willingness to train other agents or for a self-motivated agent to train themselves. Anna taught a course for Continuing Education credits "Community Housing for Real Estate Professionals," certified by the Real Estate Board. Any real estate agent is welcome to revive that course. In addition, for agents interested in learning more about community housing sales, representing buyers is a good introduction and involves engaging directly with Anna and BCHA's Program Administrator.

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in account

Attachments:

1. Staff report, November 3, 2025
2. Anna Mathieu, Community Housing Resume
3. Purchase order 26053
4. Contracts and disclosures

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Carissa Connelly / Housing

Agenda Item: Recommendation to Approve Contract for Services to facilitate sale of Category Local condominiums

Recommended Motion:

I move to approve Contracts with Windermere Real Estate (PO 26053) to facilitate the sale of the Hyperborean Condos for Category Local buyers

Reasons for Recommendation:

- Anna Mathieu, Associate Broker with Windemere, represents the interests of BCHA and ARCH since 2008, and has facilitated the sale of 46 community homes and assists in policy development and program feedback. Full resume is attached.
- Anna is a proven resource for buyers and sellers and all professionals involved in the sale of community homes.
- Anna assisted the City of Ketchum with the purchase of a Charitable Sale with no compensation and has been advising on Hyperborean for a year.

Policy Analysis and Background:

Anna Mathieu is a long-time real estate resource for both ARCH and BCHA. She was on the BCHA Board from 2007 to 2010 and afterwards continued to advise on policy and program development. She is a reliable, extremely knowledgeable resource to BCHA and the City regarding deed restricted historical information and correcting and problem-solving complicated Community Housing sales. She also helped the City through the purchase of the Charitable Sale with no compensation, as a courtesy. Anna has been advising on a wide array of aspects of the Hyperborean since last Thanksgiving, investing a significant amount of time and expertise into the process.

Anna created a continuing education course on Community Housing for real estate professionals, advises Idaho Housing and Finance Association, and is ARCH's real estate agent. She guides appraisers, lenders, HOAs, and title/escrow officers through the ins and out outs of these complicated transactions.

The three condominiums of Hyperborean are set to be sold as Category Local lite. Anna has prepared a marketing plan, will post on MLS, and is amply prepared to represent the City of Ketchum as a client. As such, as with any clients, her responsibilities will include the following:

- Perform the terms of the written agreement with reasonable skill and care
- Promote the City's best interests in good faith, honesty, and fair dealing
- Keep sensitive information confidential even after representation ends
- Properly account for property or money received
- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers and counter offers
- Assist in negotiating price and terms for the transaction.

In addition, since these homes will be sold with to qualified locals with a deed covenant, Anna provides the following services:

- Applicant qualification: Anna works with the BCHA Program Administrator to ensure that buyers are qualified locals.
- Showings: Coordinates and participates in Open Houses and viewings.
- Meeting: Meets with buyers to help them understand the Deed Covenants and key terms. Anna also meet with lenders and answer any specific real estate-related questions.
- Fair & transparent process: Anna is an experienced agent with these programs and policies, ensuring both the seller and buyer comply with the policies and maintains fairness throughout the process.
- Avoiding legal & administrative delays: Anna plays a crucial role in the proper handling of deed restrictions and helps avoid contract delays, rejected offers, or violations of BCHA policies that could derail the transaction.

A councilmember has expressed interest in contracting with other agents. Given Anna's extensive experience and knowledge, and the time sensitivity, staff recommend approving the contracts with Windermere. Staff find that – when untrained real estate agents are engaged by sellers or buyers of community homes – it creates a greater administrative burden and public frustration due to unmanaged expectations and other misconceptions of the program and restrictions. With Council's direction, going forward, staff could explore ways of training up BCHA's program administrators as real estate agents (as some peer communities do) or training other real estate agents, if there is interest.

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in account

Attachments:

5. Anna Mathieu, Community Housing Resume
6. Purchase order 26053
7. Contracts and disclosures

Anna Lutz Mathieu

Community Housing Resume

(208) 309-1329 • AnnaMathieu@Windermere.com

Office Addresses: 180 N Main St., Ketchum & 100 N Main St., Hailey

Experience with Community Housing / Deed Restricted specifically

Deed Restricted Sales: 46
BCHA, City of Ketchum, Ownership and Preservation Program: 19
ARCH, City of Hailey: 26
Market Rate Purchased or Donated for Community Housing: 4
List attached

City of Hailey/ARCH Community Housing Trust Locals Only Pilot
2024 – Present: Assisted in the program design, the deed covenant re-design, and effected the sales for which the CoH and ARCH helped buyers purchase and deed restrict two Hailey properties.

City of Hailey Housing Committee
2023 – Present: Member of Advisory Board

Assist to Idaho Housing and Finance Association
2010 – Present: Occasionally assist with data collection, assist ARCH and the public with programs, provide program feedback.

Blaine County Housing Authority
2007 – 2010: Commissioner
2008 – 2010: Vice Chair
2010 – On and Off: Advisory Board
Participated in re-writes of the Guidelines (now Policies) multiple times over the years.
Consulted with various directors and board members over the years on various aspects.

Realtor for ARCH
2008 – Present
Maintain the wait list of ARCH buyers.
Provide real estate purchase and sale services and advice.
Participate and provide feedback in programs and deed covenants.
Participate in feasibility studies for community housing projects.
Help identify land opportunities.

"Community Housing for Real Estate Professionals"
2008: Co-Creator of a continuing education class E0608, certified by the Idaho Real Estate Commission.

Real Estate Experience

Windermere Real Estate/SV, LLC
2003 – Present
Market Sales: 400 (not counting deed restricted)

2008 – 2010: Myers Financial Group, Idaho/California
Land Acquisition, Entitlement, Market Studies, Tax Management

2004 – 2008: Director of Marketing, Cove Springs Development Inc., Blaine County
Residential Real Estate Development Corporation

Awards

2023, 2021, 2020, 2019, 2018: Idaho Mountain Express: Best Realtor/Team of the Valley
Two-time winner of the Windermere Cup: "Realtor of the Year"

Education

2003: Real Estate Licensee Certification, CSI / IREC
2016: Brokers License AB27381
Additional Certifications: Graduate Realtor Institute, Accredited Buyer Representative

1996: Thunderbird, The American Graduate School of International Management, Arizona
Master of International Management / MBA
Semester at the Thunderbird campus in Archamps, France

1993: University of California at Santa Cruz
Bachelor of Art in Language Studies
Junior year abroad at the Institut d'Etudes Politiques, Université de Grenoble, France

Additional Community Service

2002 – Present: Papoose Club member
President: 2021 – 2022
Vice President: 2022 – 2023, 2017 – 2018
Publicist: 2013 –2015, 2005 – 2007
Woman of the Year: 2006

2007 – 2010: Government Affairs Committee Member of the Sawtooth Board of Realtors
2006 – 2007: Former Vice Chair of the Hailey Historic Preservation Commission
2005 – 2007: Founding Member of the Wood River Women's Charitable Foundation

Languages Spoken

Passable Spanish, Fluent French

CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 26053

To:	Ship to:
5723 WINDEMERE REAL ESTATE PO BOX 2307 SUN VALLEY ID 83353	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/28/2025	CCHING	CCHING			

Quantity	Description		Unit Price	Total
1.00	Real Estate Services	54-4410-4200	68,850.00	68,850.00
		SHIPPING & HANDLING		0.00
		TOTAL PO AMOUNT		68,850.00

Authorized Signature

AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 - 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- Perform the terms of the written agreement with reasonable skill & care
- Promote your best interests in good faith, honesty & fair dealing
- Keep sensitive info confidential even after representation ends
- Properly account for property or money received
- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers & counteroffers
- Assist in negotiating price & terms for the transaction

IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.

DOPL
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSES
208.334.3233
DOPL.IDAHO.GOV/REC/
REAL ESTATE COMMISSION

Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/

BROKERAGE: Windermere Real Estate/SV, LLC

DESIGNATED BROKER: Logan Frederickson **PHONE NUMBER:** 208 788 1700

ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based hazards, regardless the source of the lead (check one below):

☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain):

_____

☐ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

_____ (b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

_____

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Buyer's Acknowledgment (initial)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____ (e) Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based hazards. See "Lead-Based Paint Inspection Contingency Addendum" attached hereto; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based hazards.

Seller's Agent Acknowledgment (initial)

_____ (f) Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____

RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 1, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 040877-400174-5772949
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700
Form Simplic

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #1 Assessor's Parcel #: RPK07900000010

Legal Description: HYPERBOREAN CONDO UNIT 1

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/_____ Broker's Initials and Date: ____/_____

Price $531,250.00 Five Hundred Thirty-one Thousand Two Hundred Fifty Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 916	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,562.80	Hillside: No
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

 This Real Estate Marketing Agreement is for the sole use of the members of the Sun Valley Board of REALTORS and is copyrighted as such. Version 9.1 * 7/2024

Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [x] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ Owner's Initials & Date

_____ / _____ Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $497,250, High: $531,250

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208-309-1329
Agent's E-mail: annamathieu@windermere.com

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RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 2, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 035596-600174-5772772
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700
Form Simplic

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #2 Assessor's Parcel #: RPK07900000020

Legal Description: HYPERBOREAN CONDO UNIT 2

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.

If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/____ Broker's Initials and Date: ____/____

Price $510,000.00 Five Hundred Ten Thousand Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period**: 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 911	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: $1,554	Hillside: No
Bdrms: 3 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [x] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ _____ / _____
Owner's Initials & Date Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCH database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $467,500 High: $510,000

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208 309 1329
Agent's E-mail: annamathieu@windermere.com

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RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 3, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 063647-000174-5773021
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700
Form Simplic
672

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #3 Assessor's Parcel #: RPK07900000030

Legal Description: HYPERBOREAN CONDO UNIT 3

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/_____ Broker's Initials and Date: ____/_____

Price $488,750.00 | Four Hundred Eighty-eight Thousand Seven Hundred Fifty Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 906	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,546	Hillside: No
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [X] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ Owner's Initials & Date

_____ / _____ Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $446,250 High: $488,750

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208 309 1329
Agent's E-mail: annamathieu@windermere.com

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CITY COUNCIL				
NAME	TITLE	Term Limit	Term Began	Term Ends
NEIL BRADSHAW	MAYOR	4 YEARS	01.03.22	01.05.26*
AMANDA BREEN	COUNCILMEMBER	4 YEARS	01.03.22	01.05.26*
COURTNEY HAMILTON	COUNCILMEMBER	4 YEARS	01.03.22	01.05.26*
SPENCER CORDOVANO	CHAIR	4 YEARS	01.02.24	01.04.28
TRIPP HUTCHINSON	COUNCILMEMBER	4 YEARS	01.02.24	01.04.28

PLANNING AND ZONING COMMISSION (P&Z)				
NAME	TITLE	Term Limit	Term Began	Term Ends
TIM CARTER	COMMISSIONER	3 YEARS	04.03.23	04.03.26**
MATTHEW MCGRAW	COMMISSIONER	3 YEARS	01.11.24	02.03.27
NEIL MORROW	CHAIR	3 YEARS	01.03.23	01.03.26**
BRENDA MOCZYGEMBA	VICE CHAIR	3 YEARS	09.08.25	09.08.28*
SUSAN PASSOVOY	COMMISSIONER	3 YEARS	09.06.22	12.02.25

HISTORIC PRESERVATION COMMISSION (HPC)				
NAME	TITLE	Term Limit	Term Began	Term Ends
JAKUB GALYCZNSKI	COMMISSIONER	3 YEARS	03.15.24	03.15.27
WENDOLYN HOLLAND	COMMISSIONER	3 YEARS	03.15.24	03.15.27
CLYDE HOLT	COMMISSIONER	3 YEARS	01.11.24	03.15.27
MATTHEW MCGRAW	COMMISSIONER	3 YEARS	09.06.25	09.06.28
MELISSA RIVELO	COMMISSIONER	3 YEARS	09.06.25	09.06.28

KETCHUM ARTS COMMISSION (KAC)				
NAME	TITLE	Term Limit	Term Began	Term Ends
MYLAN CHACON	COMMISSIONER	3 YEARS	10.01.25	09.30.28
CARTER HEDBERG	CHAIR	3 YEARS	10.01.23	09.30.26*
KRISTIN POOLE	COMMISSIONER	3 YEARS	10.01.23	09.30.26
SOPHIE SAWYER	VICE CHAIR	3 YEARS	10.01.25	09.30.28*
MEREDITH SKILLMAN	COMMISSIONER	3 YEARS	10.01.24	09.30.27*
JEAN PIERRE VEILLET	COMMISSIONER	3 YEARS	10.01.23	09.30.26
WENDAL WIRTH	COMMISSIONER	3 YEARS	10.01.23	09.30.26
ELIZABETH YOUMANS	COMMISSIONER	3 YEARS	10.01.23	09.30.26

KETCHUM TRAFFIC AUTHORITY (TA)	
COURTNEY HAMILTON (COUNCIL LIASON)	JADE RILEY (CHAIR)
RAMSY HOEHN	JAMIE SHAW
MORGAN LANDERS	WES WHITESELL
SETH MARTIN	

KETCHUM SUSTAINABILTY ADVISORY COMMITTEE (KSAC)	
REBECCA BUNDY	SCOTT LEWIS
TORY CANFIELD	EVE PREUCIL
COURTNEY HAMILTON	BETSY SIZELL

* = end of 2nd term | ** = end of 3rd term

KETCHUM URBAN RENEWAL AGENCY (KURA)				
NAME	TITLE	Term Limit	Term Began	Term Ends
AMANDA BREEN	COMMISSIONER	4 YEARS	01.03.22	01.03.26
CASEY BURKE	COMMISSIONER	4 YEARS	01.03.25	01.03.29
TYLER DAVIS-JEFFERS	COMMISSIONER	4 YEARS	08.15.22	01.07.27
MASON FREDERICKSON	COMMISSIONER	4 YEARS	01.02.24	01.02.28
COURTNEY HAMILTON	COMMISSIONER	4 YEARS	01.02.24	01.02.28
SUSAN SCOVELL	CHAIR	4 YEARS	01.02.24	01.02.28*

BLAINE COUNTY HOUSING AUTHORITY (BCHA) | LIASIONS	
MUFFY DAVIS	TRIPP HUTCHINSON
LISA HOROWITZ	JESSICA OBENAUF

FLY SUN VALLEY ALLIANCE (FSVA) | EX-OFFICIO	
AMANDA BREEN	JACOB GREENBERG
TIM BURKE	MICHELLE GRIFFITH
DICK FENTON	LINDSAY MOLLINEAX

MOUTAIN RIDES TRANSIT AUTHORITY (MRTA)	
TOM BLANCHARD	MUFFY DAVIS
NEIL BRADSHAW	KRISTIN DERRIG
MARTHA BURKE	PETER HENDRICKS
GRADY BURNETT	MELODY MATTSON

SUN VALLEY AIR SERVICE BOARD (ASB)	
NEIL BRADSHAW	PETER HENDRICKS
MARTHA BURKE	

SUN VALLEY ECONOMIC DEVELOPMENT (SVED) | EX-OFFICIO	
SPENCER CORDOVANO	MIKE HIGGS
TATUM CLARK	JIM KEATING
MUFFY DAVIS	KAZ THEA

* = end of 2nd term | ** = end of 3rd term

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 17, 2025	Staff Member/Dept:	Jade Riley, Administration

Agenda Item: Initial briefing regarding update of City Code: Titles 1-4

Recommended Motion:

Staff is not seeking any formal action, only general policy feedback regarding draft updates proposed to Titles 1 (General Provisions), 2 (Administration and Personnel), 3 (Revenue and Finance), and 4 (Commissions and Boards).

Reasons for Recommendation:

- The city is completing the reorganization of the land-use sections (12, 15-17) of city code
- This project seeks to update the remaining non-land-use titles to reflect current operational realities and best practices
- Staff is proposing to update the code in packages; Titles 1-4 have been reviewed by staff with proposed edits
- Staff is seeking policy direction from the council regarding recommended edits before proceeding with scheduling First Reading

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	None.

Attachments:

1. Titles 1-4 (strike and replace version)
2. Titles 1-4 clean

TITLE 1
GENERAL PROVISIONS

CHAPTER 1.04 GENERAL CODE PROVISIONS

1.04.010 Definitions.

The following words and phrases, whenever used in the ordinances of the City, shall be construed as defined in this section unless, from the context, a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Alley: A minor improved or unimproved public way providing secondary and/or service access to the back or the side of a property otherwise abutting a street.

City: The City of Ketchum, the area within the territorial limits of the City, and such territory outside the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

Council: The City Council of the City of Ketchum. "All its members" or "all Council Members" means the total number of Council Members holding office.

County: The County of Blaine.

Law: Denotes applicable federal law, the constitution and statutes of the State of Idaho, the ordinances of the City, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May: Is permissive.

Month: A calendar month.

Must and shall: Are each mandatory.

Oath: Includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases, the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed".

Owner: Applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

Person: Means and includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Personal property: Means and includes money, goods, chattels, things in action and evidences of debt.

Preceding and following: Next before and next after, respectively.

Property: Means and includes real and personal property.

Real property: Means and includes lands, tenements and hereditaments.

Sidewalk: That portion of a street or private property developed with a hard surface walkway for the use of pedestrians.

State: The State of Idaho.

Street: A public or private right-of-way, which provides vehicular or pedestrian access to more than four dwelling units. "Street" also includes the terms "highway", "boulevard", "parkway", "thoroughfare", "road", "avenue", "lane", "place" and all such terms except "driveway".

Tenant and occupant: Applied to a building or land, mean and include any person who occupies the whole or a part of such building or land, whether alone or with others.

Written: Means and includes printed, typewritten, mimeographed, multigraphed, or otherwise reproduced in permanent visible form.

Year: A calendar year.

(Ord. 778 § 1, 1999)

1.04.020 Interpretation of language.

All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 778 § 2, 1999)

1.04.030 Grammatical interpretation.

The following grammatical rules shall apply in the ordinances of the City unless it is apparent from the context that a different construction is intended:

A. *Gender.* Each gender includes the masculine, feminine and neuter genders.

B. *Singular and plural.* The singular number includes the plural, and the plural includes the singular.

C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

(Ord. 778 § 3, 1999)

1.04.040 Acts by agents.

When an act is required by an ordinance, the same being such that it may be done as well by an agent as by the principal, such requirement shall be construed to include all such acts performed by an authorized agent.

(Ord. 778 § 4, 1999)

1.04.050 Prohibited acts include causing and permitting.

Whenever in the ordinances of the City any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

(Ord. 778 § 5, 1999)

1.04.060 Computation of time.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday, in which case, the period runs until the end of the next day which is neither Saturday, Sunday nor legal holiday.

(Ord. 778 § 6, 1999)

1.04.070 Construction.

The provisions of the ordinances of the City, and all proceedings under them, are to be construed with a view to effect their objects and to promote justice.

(Ord. 778 § 7, 1999)

1.04.080 Repeal shall not revive any ordinances.

The repeal of an ordinance shall not repeal the repealing clause of an ordinance or revive any ordinance.

(Ord. 778 § 8, 1999)

1.04.090 Saving and severability clause.

It is declared to be the legislative intent that the provisions and parts of this code shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code.

(Ord. 778 § 9, 1999)

CHAPTER 1.08 CORPORATE SEAL

1.08.010 Description of corporate seal.

The corporate seal of the City of Ketchum, Idaho, shall be circular in form approximately two inches in diameter, more or less, with an inner and outer circle, the inner circle to be approximately one-fourth-inch less in diameter than the outer circle. The seal shall bear in the space between the inner and outer circles substantially the following: "City of Ketchum, Blaine County, Idaho", and upon the space within the inner circle the word "Seal".

(Ord. 22 § 1, 1956; Ord. 781 § 1, 1999)

1.08.020 Adoption.

The corporate seal, the impression of which is described in section 1.08.010 of this chapter, is adopted and declared to be the official seal of the City of Ketchum, Blaine County, Idaho.

(Ord. 22 § 2, 1956; 2000 Code)

~~CHAPTER 1.12 ORDINANCES~~

Commented [LE1]: Delete chapter. Governed by Idaho code.

~~1.12.010 Presentation of ordinance.~~

~~All ordinances of a general or permanent nature shall be typewritten or printed and presented at a regular or at a special meeting of the City Council by a member, at the call for which provision for presentation of such ordinance is made.~~

~~(Ord. 21 § 1, 1956; 2000 Code)~~

~~1.12.020 Rules for reading ordinances; subjects.~~

~~Every such ordinance shall be fully and distinctly read on three different days, unless three-fourths of the City Council shall dispense with the rule. An ordinance shall contain no subject which shall not be clearly expressed in its title, and no ordinance or section of such ordinance shall be revised or amended unless the new ordinance or section so revised or amended shall be repealed.~~

~~(Ord. 21 § 2, 1956; 2000 Code)~~

~~1.12.030 Recording vote.~~

~~On the passage or adoption of every ordinance of a general or permanent nature, the yeas and nays shall be called and recorded, and to pass or adopt the same, a concurrence of a majority of the whole number of members of the City Council shall be required.~~

~~(Ord. 21 § 3, 1956; 2000 Code)~~

~~1.12.040 Signing ordinance.~~

~~When any such ordinance is passed, it shall be signed by the Mayor and by the City Clerk, and the date of its adoption or passage by the City Council shall be necessary to pass the same.~~

~~(Ord. 21 § 4, 1956; 2000 Code)~~

~~1.12.050 Time of taking effect.~~

~~Ordinances making the annual tax levy and appropriations shall take effect immediately upon their passage. Ordinances granting franchises of any kind shall take effect not less than 30 days after their passage and approval. All other ordinances enacted by the City Council shall take effect upon their passage, approval and publication; provided, however, that the ordinance may fix a later date on which it may take effect, in which event, it shall take effect at such later date. Ordinances adopted by the electors of the City shall take effect at the date fixed in such ordinance, or if no such time is designated, at the date of adoption.~~

~~(Ord. 21 § 5, 1956; 2000 Code)~~

~~**1.12.060 Publication.**~~

~~Each ordinance shall be published by being inserted in one issue of an official newspaper. Publication must be made within three weeks from the date of signing the ordinance.~~

~~(Ord. 21 § 6, 1956)~~

~~**1.12.070 Permanent record of ordinances.**~~

~~It shall be the duty of the City Clerk to safely keep the original ordinances as passed and adopted, and to copy the same in a book provided for that purpose, and to attach to each a certificate over the seal of the City that the same is a true and correct copy of the original ordinance as passed.~~

~~(Ord. 21 § 7, 1956)~~

~~**1.12.080 Special ordinances and resolutions.**~~

~~All ordinances of a special or limited nature and all resolutions in the nature of ordinances and orders to enter into contracts shall be presented in writing to the City Council by a member. Such orders, resolutions or ordinances may be disposed of on one reading, or otherwise as the City Council may determine. On the final passage of any such ordinance, resolution or order, the yeas and nays shall be called and recorded, and the concurrence of a majority of the whole number of the City Council shall be necessary to pass the same.~~

~~(Ord. 21 § 8, 1956; 2000 Code)~~

~~**1.12.090 Rules on special ordinances and resolutions.**~~

~~Ordinances of a special or limited nature, resolutions and orders to enter into contracts shall be entered in full upon the minutes of the proceedings of the City Council but, unless otherwise directed by the City Council, shall not be entered in the book of ordinances, and shall not be published unless so required by the City Council or unless publication is required by law.~~

~~(Ord. 21 § 9, 1956; 2000 Code)~~

~~**1.12.100 Consent calendar.**~~

~~A. When the Mayor determines that any item of business requires action by the Council, but is of a routine and noncontroversial nature, (s)he may cause such item to be presented at a regular meeting of the Council as part of a consent calendar.~~

~~B. The consent calendar shall be introduced by a motion: "To approve the consent calendar", and shall be considered by the Council as a single item.~~

~~C. There shall be no debate or discussion by any member of the Council regarding any item on the consent calendar, beyond asking questions for simple clarification.~~

~~D. On objection by any member of the Council to inclusion of any item on the consent calendar, that item shall be removed from the consent calendar. Such objection may be recorded at any time prior to the taking of a vote on the motion to approve the consent calendar. All such items shall be considered individually, in the order in which they were objected to, immediately following consideration of the consent calendar.~~

~~E. Approval of the motion to approve the consent calendar shall be fully equivalent to approval, adoption or enactment of each motion, resolution, ordinance, or other item of business thereon, exactly as if each had been acted upon individually. Approval of the motion must be by roll call vote.~~

~~F. The City Clerk shall record in the Council minutes each item passed under the consent calendar individually and in full or, if possible, separately.~~

~~(Ord. 592 §§ 1, 2, 3, 4, 5, 6, 1992)~~

CHAPTER 1.20 OFFICIAL NEWSPAPER

1.20.010 Designated.

A. This chapter is adopted to designate the official newspaper for the City of Ketchum, Idaho, as required by Idaho Code section 50-213.

B. The "Idaho Mountain Express", as a newspaper which meets the requirements of Idaho Code section 60-106 et seq., shall be and the same is designated as the official newspaper for the City of Ketchum, Idaho.

(Ord. 475 §§ 1, 2, 1988)

~~CHAPTER 1.24 PRECINCTS~~

Commented [LE2]: Delete. Governed by County.

~~1.24.010 Designated.~~

~~The City has designated one election precinct for the purpose of election of City officials and all general and special elections, the election precinct being the same as the City limits of the City.~~

~~(Ord. 620 § 1, 1993)~~

~~CHAPTER 1.28 COMPREHENSIVE PLAN~~

Commented [LE3]: Delete. Referenced in Chapters 16 and 17 of city code.

~~1.28.010 Comprehensive plan and land use map adopted.~~

~~A. That certain comprehensive plan and land use map for the City of Ketchum, Idaho, entitled "the Ketchum comprehensive plan" dated April 8, 1983, is adopted.~~

~~B. Adoption of the comprehensive plan and land use map is done by reference, in the manner authorized by Idaho Code sections 67-6509 and 50-901. At least three copies of the plan and map are on file with the office of the Ketchum City Clerk in the Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho, and are available for public inspection.~~

~~(Ord. 372 §§ 1, 2, 1983)~~

CHAPTER 1.32 RIGHT OF ENTRY

1.32.010 Entry to any building or premises.

Whenever any officer or employee of the City is authorized to enter any building or premises for the purpose of making an inspection to enforce any ordinance, the officer or employee may enter such building or premises~~s~~ at all reasonable times to inspect the same pursuant to section 1.32.020 of this chapter, except in emergency situations, or when consent of the person having charge or control of such building or premises has been otherwise obtained.

(Ord. 780 § 1, 1999)

1.32.020 Presentation of proper credentials.

If the building or premises to be inspected is occupied, the authorized officer or employee shall first present proper credentials and demand entry. If such building or premises is unoccupied, the officer or employee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If consent to such entry is not given, the authorized officer or employee shall have recourse to every remedy provided by law to secure entry.

(Ord. 780 § 2, 1999)

1.32.030 Controlling over other ordinances.

This chapter shall be controlling over any other ordinance or part of an ordinance on the same subject, whether heretofore or hereafter adopted, unless such ordinance or part of an ordinance provides differently by an express reference to this chapter. Notwithstanding any other ordinance of the City, it shall not be a violation of this chapter to refuse or fail to consent to an entry for inspection.

(Ord. 780 § 3, 1999)

CHAPTER 1.36 GENERAL PENALTY

1.36.010 General penalty.

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the City shall be guilty of an infraction unless the violation is made a misdemeanor by ordinance.

(Ord. 779 § 1, 1999)

1.36.020 Penalties, Fines and Fees~~Misdemeanor penalty and fine~~.

Unless otherwise specified in this code, all penalties, fines, and administrative fees shall be established by resolution of the City Council. The current schedule of such fees and penalties is contained in the City's adopted fee resolution, as amended from time to time.~~Except in cases where a different punishment is prescribed by section 1.36.030 of this chapter or any ordinance of the City, any person convicted of a misdemeanor for violation of an ordinance of the City is punishable by a fine of not more than $300.00 or by imprisonment not to exceed six months, or by both such fine and imprisonment.~~

~~(Ord. 779 § 2, 1999)~~

Commented [LE4]: Delete and added reference to fee schedule rather than listing individual fees throughout code.

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~~1.36.030. Fines within federal mandated program.~~

~~In the event the City is participating in a federally mandated program wherein penalties or enforcement remedies are required by the terms of participation in the program, the City may enforce such requirements by ordinance to include a criminal or civil monetary penalty not to exceed $1,000.00, or imprisonment for criminal offenses not to exceed six months. The City may include both a fine and imprisonment for such criminal offenses.~~

~~(Ord. 779 § 3, 1999)~~

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~~1.36.040 Infraction penalty and fine.~~

~~Any person convicted of an infraction for violation of an ordinance of the City is punishable by a penalty of not more than $100.00.~~

~~(Ord. 779 § 4, 1999)~~

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~~1.36.050 Separate offense.~~

~~Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the City is committed, continued or permitted by any such person, and such person shall be punishable accordingly.~~

~~(Ord. 779 § 5, 1999)~~

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TITLE 2
ADMINISTRATION AND PERSONNEL

CHAPTER 2.01 MAYOR AND CITY COUNCIL

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2.01.010 Mayor.

The Mayor, as the City's Chief Executive Officer, shall:

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1. Provide leadership in implementing the City's mission, ensuring the faithful execution of laws, ordinances, and policies, and advancing community values and quality of life.
2. Recommend policies, programs, and legislation to the City Council, and exercise any statutory or charter authority, including the power to approve or veto ordinances as provided by law.
3. Represent the City in intergovernmental, community, and public affairs, and serve as the primary spokesperson for City government.
4. And as other specific duties as outlined in State law.

2.01.020 City Council.

The City Council, consisting of 4 members in non-designated seat, as the legislative body of the City, shall:

1. Establish policies, adopt ordinances and resolutions, approve the annual budget, and provide for the prudent use of City resources to advance the community's values and quality of life.
2. Represent the interests of residents by setting strategic goals, reviewing and evaluating City programs and services, and ensuring accountability in municipal operations.
3. Act collectively to direct the City's affairs, working with the Mayor and staff to implement policies and programs in compliance with applicable laws.
4. And as other specific duties as outlined in State law.

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2.01.030 City Council Meetings.

1. *Parliamentary Procedures:* City Council meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, as a guide for orderly procedure, except where superseded by state law, City code, or adopted Council rules, following the basic principles:

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   a. Agenda Items – Eash meeting shall have the following components:

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      1) Consent calendar
      2) Public hearings

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      3) New business
      4) Executive session

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b. **Orderly Conduct** – Only one person speaks at a time; remarks are addressed to the presiding officer.

c. **Motions** – A proposal for Council action; requires a second before debate.

d. **Debate** – Members may discuss the motion, with the presiding officer ensuring fair opportunity for all to speak.

e. **Voting** – Actions are decided by majority vote unless otherwise required by law.

f. **Records** – All actions taken are recorded in the official minutes.

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2. *Quorum:* Pursuant to Idaho Code § 50-705, a quorum shall consist of a majority of the duly elected members of the Council; the minimum number of City Council members who must be present to conduct official business. No ordinance, resolution, or motion shall be passed without the concurrence of at least a majority of the full Council. No action may be taken without a quorum present, except to adjourn or recess a meeting.

3. *Regular Meetings*: The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 4:00 p.m. in Ketchum City Hall, ~~commencing on January 7, 2019~~. Council shall adopt an resolution annually designating meeting dates and times, which will be posted on the city website

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(Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)

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4. *Special Meetings*: Special meetings of the City Council may be called at any time by the Mayor alone or by a majority of members of the Council. The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.

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~~2.01.040 Special ordinances and resolutions.~~

~~All ordinances of a special or limited nature and all resolutions in the nature of ordinances and orders to enter into contracts shall be presented in writing to the City Council by a member. Such orders, resolutions or ordinances may be disposed of on one reading, or otherwise as the City Council may determine. On the final passage of any such ordinance, resolution or order, the yeas and nays shall be called and recorded, and the concurrence of a majority of the whole number of the City Council shall be necessary to pass the same.~~

~~(Ord. 21 § 8, 1956; 2000 Code)~~

~~2.01.050 Rules on special ordinances and resolutions.~~

~~Ordinances of a special or limited nature, resolutions and orders to enter into contracts shall be entered in full upon the minutes of the proceedings of the City Council but, unless otherwise directed by the City Council, shall not be entered in the book of ordinances, and shall not be published unless so required by the City Council or unless publication is required by law.~~

~~(Ord. 21 § 9, 1956; 2000 Code)~~

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2.01.070 Reconsideration and Appeals.

1. Reconsideration
   a. Any applicant or affected person seeking judicial review of the City Council's final decision must first file a written request for reconsideration with the City Council within fourteen (14) days of the decision, specifying the deficiencies in the decision for which reconsideration is sought.
   b. The Council may reconsider only on one or more of the following grounds:
      1) Clerical error,
      2) Fraud or mistake,
      3) New evidence or changed circumstances,
      4) Procedural error,
      5) A tie vote in the initial decision, or
      6) Violation of substantive law.
   c. At its next regular meeting, the Council shall consider whether to grant reconsideration. If granted, a hearing limited to the specified deficiencies shall be scheduled and conducted in accordance with public notice requirements.
   d. Within sixty (60) days following receipt of the request, the Council shall issue a written decision to affirm, reverse, or modify, in whole or in part, the original decision. If the Council does not act within that time, the reconsideration request is deemed denied.
2. Appeal
   a. If the Council issues a final decision – either initially or following reconsideration – an affected person may seek judicial review in the district court, as provided by Chapter 52, Title 67, Idaho Code, within twenty-eight (28) days after all local remedies have been exhausted.
   b. Upon receipt of a judicial review petition, the City shall prepare and provide the administrative record in accordance with Idaho law.

2.01.080 Compensation.

In accordance with Idaho Code title 50, compensation for the Mayor and City Council members shall be fixed by ordinance at least seventy-five (75) days prior to any general City election. Annual salaries are effective January 1 of the following year.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

1. The Mayor shall receive a monthly salary in the sum of $3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a

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Commented [LE3]: Insert declaration that stating items that don't appear here as appealable to City Council will appear in appropriate sections of code.

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monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and

2. Each member of the Council shall receive a monthly salary in the sum of $1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.

3. No other compensation shall be afforded to the Mayor or Council Members.

(Ord. 1023 § 1, 2007)

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CHAPTER 2.02 APPOINTED OFFICERS

2.02.010 Appointment of Officers.

The Mayor, with the consent of the Council, shall appoint the City Administrator, City Clerk, City Treasurer and City Attorney. Appointed officers may be removed from office either by the mayor and two council members, or only by three members of council.

2.02.020 Officer Duties.

1. City Administrator
   a. Oversee day-to-day city operations consistent with Council policies and the Mayor's direction,
   b. Supervise department heads and support effective interdepartmental coordination,
   c. Assist in preparing the annual budget and advise on financial and operational matters,
   d. Provide administrative support to the City Council, including attendance at meetings and preparation of reports,
   e. Act as point of contact for residents, businesses, other governmental agencies, and the community, and
   f. Perform additional duties as assigned by the Mayor or City Council.
2. City Clerk
   a. Keep the official records of the City, including ordinances, resolutions, minutes, and contracts,
   b. Maintain the City seal and attest official documents,
   c. Administer oaths of office when required by law,
   d. Act as custodian of public records and manage requests under Idaho Law,
   e. Issue licenses and permits as authorized by ordinance, and

f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

3. City Treasurer
   a. Collect, receive and safely keep all city funds,
   b. Deposit city funds in approved depositories,
   c. Keep accurate records of all receipts and disbursements,
   d. Disburse funds only upon proper authorization and warrant,
   e. Provide regular financial reports to the Mayor and Council,
   f. Assist with budget preparation and monitoring of city finances, and
   g. Perform other duties as prescribed by law or directed by the Mayor and Council.
4. City Attorney
   a. Act as legal advisor to the Mayor, Council, and city departments,
   b. Draft ordinances, resolutions, contracts, and other legal documents,
   c. Represent the City in civil proceedings and prosecute ordinance violations as directed,
   d. Provide legal opinions and guidance to the Mayor, Council, and staff,
   e. Attend Council meetings when requested by the Mayor or Council, and
   f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

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CHAPTER 2.03 DEPARTMENTS

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2.03.010 Establishment of Departments.

The City Council may, by ordinance or resolution, create, consolidate, or dissolve departments as necessary for the efficient administration of City affairs. The administrative service of the City shall be organized into the following departments:

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1. Administration
2. Community Engagement
3. City Clerk
4. Finance
~~Fire~~
5. Housing
6. Planning & Building
7. Police
8. Public Works

a. Facilities Division

b. Streets Division

c. Wastewater Division

d. Water Division

9. Recreation

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2.03.020 Department Heads.

Each department shall be directed by a department head who shall be appointed by the City Administrator in consultation with the mayor, except appointed officers requiring City Council confirmation. Department heads shall be responsible for the administration and operation of their departments, including:

1. Implementing City policies and ordinances within their areas of responsibility,
2. Managing staff, budgets, and resources assigned to the department,
3. Advising the Mayor and Council on departmental matters,
4. Coordinating with other departments, boards, and commissions to further the City's goals, and
5. Performing other duties as may be assigned by the Mayor or City Administrator.

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CHAPTER 2.04 CODE OF ETHICS

2.04.010 Purpose.

The purpose of this chapter is to promote public confidence in the integrity of city government by establishing clear ethical standards for city officials, employees, and contractors. These standards are intended to supplement, not replace, the requirements of Idaho Code Title 74, Chapter 4, "Ethics in Government."

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2.04.020 Applicability.

This chapter applies to all elected and appointed city officials, members of boards and commissions, city employees, and contractors acting on behalf of the City of Ketchum.

2.04.030 Conflicts of Interest.

1. Prohibited Conduct. No city official, employee, or contractor shall engage in any action, decision, or vote that may result in a direct or indirect financial benefit to themselves, their household members, or any business with which they are associated, when such benefit conflicts with the proper discharge of their official duties.
2. Disclosure Required. Any person covered by this chapter who has a potential conflict of interest shall disclose the nature of the conflict prior to participating in any discussion, decision, or action on the matter.
3. Recusal. Upon disclosure, the official or employee shall abstain from participation in the decision-making process when the conflict exists, unless otherwise permitted by Idaho Code.

4. Use of Position. No person shall use their position or city resources for personal gain, private advantage, or to benefit another in a manner inconsistent with public duties.

2.04.040 Gifts and Favors.

No city official, employee, or contractor shall solicit or accept any gift, favor, service, or item of value that could reasonably be perceived to influence, or appear to influence, the impartial performance of official duties. Acceptance of items of nominal value, such as promotional items, light refreshments, or awards of recognition customarily given in the ordinary course of civic or professional relationships, is permitted. Any gift or benefit received in connection with city service shall not exceed fifty dollars ($50.00).

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~~CHAPTER 2.04 CITY COUNCIL MEETINGS~~

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~~2.04.010 Regular meetings.~~

~~The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 5:30 p.m. in the City Hall of the City, to commence June 18, 2001.~~

~~(Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)~~

~~2.04.020 Special meetings.~~

~~Special meetings of the City Council may be called at any time by the mayor alone or by two members of the Council.~~

~~(Ord. 739 § 2, 1999)~~

~~2.04.030 Notice for call of special meetings.~~

Commented [LE8]: Delete. Governed by Idaho code.

~~The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.~~

~~(Ord. 739 § 3, 1999)~~

CHAPTER 2.12 OATH OF OFFICE

~~2.12.010 Oath of office.~~

~~Each officer and employee of the City shall take and subscribe before some person authorized to administer oaths an oath substantially in the following form:~~

~~*I do solemnly swear that I will support the Constitution of the United States of America and the Constitution and the Laws of the State of Idaho; that I will faithfully and impartially discharge the duties of the office of (or the position of) of the City of Ketchum, Idaho according to the best of my ability. So help me God!*~~

~~(Ord. 23 § 1, 1956; 2000 Code)~~

2.12.020 Take oath and filing same before performance of duties.

The oath must be taken and subscribed by each officer and employee before he or she shall enter upon the performance of his or her duties, and the oath, after it is taken and subscribed, shall be filed with the City Clerk and kept as an official record of the City of Ketchum, Idaho.

(Ord. 23 § 2, 1956; 2000 Code)

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CHAPTER 2.16 BONDS

2.16.010 Bonds for officers and employees.

Before entering upon the performance of his or her duties, any employee of the city may be required by the City Council to enter into, execute and file with the City Clerk a good and sufficient bond signed also by a surety or sureties approved by the City Council and conditioned for the faithful and honest performance of the duties of the office or position he or she wants, and the delivery to the City of such money or property as shall come into his or her keeping, which bond shall be in such sum as may be fixed by the City Council and shall be made payable to the City of Ketchum, Idaho; provided, however, that an increase in the amount of any such bond may be required at any time by the City Council.

(Ord. 23 § 3, 1956)

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CHAPTER 2.20 OFFICERS' SALARIES

Commented [LE11]: Moved to 2.01.050. No changes.

2.20.010 Mayor and Council; compensation.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

A. The Mayor shall receive a monthly salary in the sum of $3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and

B. Each member of the Council shall receive a monthly salary in the sum of $1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.

C. No other compensation shall be afforded to the Mayor or Council Members.

(Ord. 1023 § 1, 2007)

CHAPTER 2.24 PEACE OFFICER TRAINING

Commented [LE12]: Delete. Not relevant.

2.24.010 Peace officer training.

A. The City of Ketchum, Idaho, declares that it desires to qualify to receive aid for police training from the Law Enforcement Planning Commission under Idaho Code section 19-5110; and

B. Pursuant to Idaho Code section 19-5109, the City, while receiving aid from the Law Enforcement Planning Commission pursuant to such section, will adhere to the standards for employment and training established by the Idaho Peace Officer Standards and Training Advisory Council.

(Ord. 170 §§ 1, 2, 1971; Ord. 784 §§ 1, 2, 1999)

CHAPTER 2.28 ELECTIONS

Commented [LE13]: Delete. Governed by County.

2.28.010 Polling places.

The polls for all general and special elections shall be opened from 8:00 a.m. and remain open until all registered electors of that precinct have voted or until 8:00 p.m., whichever comes first.

(Ord. 590 § 1, 1992)

TITLE 3

~~REVENUE AND FINANCE~~ADMINISTRATION OF LOCAL OPTION TAX

~~CHAPTER 3.04 LOCAL IMPROVEMENT GUARANTEE FUND~~

Commented [LE1]: DELETE - City does not have this fund

~~3.04.010 Special fund created.~~

~~There is created in the City of Ketchum, County of Blaine, State of Idaho, a special fund known and designated as local improvement guarantee fund of the City of Ketchum, Idaho.~~

~~(Ord. 157 § 1, 1970)~~

~~3.04.020 Purpose.~~

~~The fund is created for the purpose of guaranteeing to the extent of the fund the payment of bonds or warrants, or both, and interest, hereafter issued in connection with any local improvement district in the City for the payment of improvements in the City.~~

~~(Ord. 157 § 2, 1970)~~

~~3.04.030 Annual levy.~~

~~In order to provide money for the fund and for the use and purposes of the fund, the Mayor and Council of the City shall levy an annual tax not to exceed two-hundredths percent per year of the market value for assessment purposes on all of the taxable property in the City; provided, however, that the City may reduce the amount of the levy if the City appropriates from other proper sources, as may be determined by the City, a sum approximately equal in amount to the sum which it is estimated will be not collected but would have been collected except for the reduction of the levy; and provided further, that the total sum so levied and/or appropriated in any year shall not be more than sufficient to pay the outstanding warrants on the fund and to establish a balance in the fund, which combined levy and appropriations in any one year shall not exceed five percent of the outstanding obligations guaranteed by the fund; and provided further, that the City shall not levy any tax as provided in this section when the amount of monies in the local improvement guarantee fund equals ten percent of the total outstanding obligations to be guaranteed. The tax levies authorized in this section and collected shall be additional to and, if need be, in excess of, any and all statutory and charter limitations.~~

~~(Ord. 157 § 3, 1970; Ord. 783 § 1, 1999)~~

~~3.04.040 Method of payment.~~

~~Hereafter, when any bond, warrant or coupon drawn against local improvement fund is presented to the City for payment, and there is not a sufficient amount in the local improvement fund against which to draw to pay the same, unless otherwise requested by the holder, payment therefor shall be made by warrant drawn against the local improvement guarantee fund. Such warrants, when presented to the City Treasurer for payment, if not paid, shall be registered and shall draw interest at a rate not to exceed six percent per annum as may be fixed by the~~

City Council. Neither the holder nor the owner of any bond or warrant hereafter issued in any local improvement district shall have any claim therefor except for the payment from the special assessment made for the improvement for which the bond or warrant was issued and except against the local improvement guarantee fund provided by this chapter. The City shall not be liable to any holder or owner of the bond or warrant for any loss to the guarantee fund occurring in the lawful operation of the fund by the City.

(Ord. 157 § 4, 1970)

3.04.050 Subrogation of City.

Whenever there shall be paid out of the local improvement guarantee fund any sum on account of principal or interest of a local improvement bond or warrant, the City, as trustee for the fund, shall be subrogated to all of the rights of the holders or owners of the bonds or interest coupons or warrants so paid, and the policies or the assessment underlying the same, and all become part of the guarantee fund. There shall be paid into the guarantee fund any surplus remaining in any local improvement fund after the payment of all outstanding bonds or warrants payable out of such local improvement fund. Bonds or warrants guaranteed by such fund shall have no preference except in the order of presentation for payment.

(Ord. 157 § 5, 1970)

3.04.060 Delinquency certificates; redeeming property.

Hereafter, all monies derived from the assignment of delinquency certificates, redemption, sale of property under foreclosure for delinquent local improvement assessments or from the rent or sale of property, title to which has been obtained by the City pursuant to Idaho Code chapter 17 of title 50, and all other laws amendatory and supplemental thereto, shall be paid into the local improvement guarantee fund, and all delinquency certificates issued and such property acquired shall be held by the City for the benefit of such guarantee fund. Money from the guarantee fund may be used to redeem property subject to local improvement assessments from general tax delinquencies, underlying bonds or warrants guaranteed by the fund, or to purchase such property at county tax sales, or otherwise, from the county for the purpose of protecting the guarantee fund. After so acquiring title to real property, the City may lease or sell and convey the same for such price and on such terms as may be determined by the Council, and any provisions of law, charter or ordinance to the contrary notwithstanding, and all proceeds shall belong to and be paid into the guarantee fund; provided, however, that in any event the City purchases such property at a tax sale, or otherwise, it shall not be sold for a lesser sum than the City paid.

(Ord. 157 § 6, 1970)

3.04.070 Fund shortfalls.

Whenever there is not a sufficient amount of cash in such local improvement guarantee fund at any time to pay any and all warrants, together with interest, drawn against such fund, the City Council may replenish such local improvement guarantee fund by transferring or appropriating to it monies from the general fund of the City or other available sources, as may be determined by such Council, subject, however, to the limitations prescribed in this chapter. Warrants drawing interest as provided in this chapter may be issued against such local improvement guarantee fund to meet any financial liability against it, but at the time of making its next annual tax levy, the City shall provide for the levy of a sum sufficient with other resources of the guarantee fund to pay warrants so issued and outstanding, the tax for this purpose not to exceed one mill in any one year.

(Ord. 157 § 7, 1970)

3.04.080 Claims against City.

The holder or owner of any local improvement bond or warrant issued hereafter shall have no claim against the City, except to the extent of the funds created and received by assessments against the property within any local improvement district and to the extent of his or her pro rata share of the local improvement guarantee fund, authorized and issued under the provisions of this chapter.

(Ord. 157 § 8, 1970)

3.04.090 Excess funds.

If at any time the local improvement guarantee fund exceeds, in amount of monies held, ten percent of the total outstanding obligations guaranteed, then the City Council may, by ordinance, authorize the Treasurer or appropriate official of the City to return and pay such excess or any part to the general fund of the City, to return and pay such excess or any designated part all or any part of local improvement district bonds of the municipality then issued and outstanding or to be issued. The passage of such ordinance shall require the affirmative vote of at least three-fourths of the full Council.

(Ord. 157 § 9, 1970)

3.04.100 Termination of local improvement guarantee funds.

At such time, and not before, when all bonds and coupons of all local improvement districts in the City shall have been paid in full, the Mayor and Council may provide by ordinance that the amounts and all property rights in such local improvement guarantee fund shall revert to the general fund of the City of Ketchum, Idaho, and such local improvement guarantee fund shall terminate and be nonexistent.

(Ord. 157 § 10, 1970)

3.04.110 Bonds irrepealable.

After the bonds of any local improvement district for the City of Ketchum, Idaho, have been issued, this chapter shall constitute a contract by the City and holder or holders of such bonds and shall be and remain irrepealable until such bonds and the interest accruing shall have been fully paid, satisfied and discharged.

(Ord. 157 § 11, 1970)

CHAPTER 3.08 SALE OF UNCLAIMED PROPERTY

3.08.010 Unclaimed property.

A. *Deposit with Police Department; time constraints.* All lost or abandoned property found upon property belonging to the City shall be deposited with and transferred to the custodial possession of the Police Department. Further, any property that has been abandoned or impounded, which has come into possession or custody of the City Police Department or taken into its custody by legal process which, after due process, remains unclaimed, shall become the property of the City for a period of six months. Upon the expiration of six months, such property shall be subject to sale by the Police Department in accordance with the procedures set forth in this chapter.

B. *Exceptions.* Bicycles need only be unclaimed or unredeemed by the owner for a minimum time of 90 days, and personal property with a fair market value of less than $25.00 need only be unclaimed or unredeemed by the owner for a minimum time of 30 days before sale by the City Police Department.

(Ord. 818 § 1, 1999)

3.08.020 Notice of sale.

Before the sale of property which is subject to this chapter, notice must be given by posting a similar notice in three public places in the City where the sale is to take place for not less than five nor more than ten days before the date and time set for the sale or by publishing a copy at least one week, and not more than two consecutive weeks, in a newspaper published in the county. In the cases of perishable property or real property, the notice requirements pursuant to Idaho Code section 11-302 shall be followed. Whenever the City Police Department has knowledge of the name and address of the owner, a copy of the notice of sale shall be mailed to such owner, with postage prepaid, at least five days prior to the sale.

(Ord. 818 § 2, 1999)

3.08.030 Sale.

All sales of property under this chapter must be made at auction, to the highest bidder, between the hours of 9:00 a.m. and 5:00 p.m. When the sale is of personal property capable of manual delivery, it must be within view of those who attend the sale. In the case of real property, the procedures pursuant to Idaho Code section 11-304 shall be followed. Neither the officer holding the auction nor his or her deputy can become a purchaser or be interested in any purchase at such sale.

(Ord. 818 § 3, 1999)

3.08.040 Disposition of funds from sale.

The proceeds of such sale shall be applied first to all costs assessed or incurred against the personal property so sold including any storage charges as keepers' fee and expenses of sale incurred by the City Police Department. The balance of such proceeds, if any, shall be kept by the City Police Department in a separate fund for a period of one year from the date of sale. Any person claiming title to or ownership of such proceeds by reason of ownership shall make written application to the City Police Department. Upon satisfactory proof of such title or ownership furnished within one year, such proceeds shall be delivered to the claimant. If no claim is made before the expiration of one year from the receipt of the proceeds, the same shall be paid by the City Police Department to the City Clerk who shall credit the same to the general fund, and no claim for such proceeds shall be considered.

(Ord. 818 § 4, 1999)

3.08.050 Disposal of firearms.

Any firearms that shall come into possession of the City under this chapter and held for a minimum time period of six months shall be disposed of by any of the following methods:

A. Unusable or unsafe weapons may be scrapped by melting or other method of destruction.

B. Sale to an authorized firearm dealer by sealed or open bids.

C. Converted to public agency ownership for official law enforcement purposes.

~~(Ord. 818 § 5, 1999)~~

~~**3.08.060 Public use of abandoned or unclaimed property.**~~

~~Any property which is the subject of this chapter that has been held by the City for a minimum time period of six months may be put to a public use, rather than sold at public auction, provided:~~

~~A. An actual or appraised value is determined for each item.~~

~~B. Prior to such public use, the City Council must, by resolution, describe the property to be subject to public use, and specifically authorize the utilization of such property for such public use.~~

~~C. Procedures and records are maintained as to location, use and final disposition of each item.~~

~~(Ord. 818 § 6, 1999)~~

Commented [LE2]: DELETE - Governed by State code

CHAPTER 3.12 NONPROPERTY TAXES

3.12.010 Findings.

The City Council of the City finds that the City has a population not in excess of 10,000 according to the most recent census and is a City that derives the major portion of its economic well being from people catering to recreational needs and meeting needs of people traveling to the destination City for an extended period of time; that the City has a significant economic dependence upon visitors and travelers passing through or staying in the community and the City; and that the visitors and travelers require services of the City which place an undue burden upon the taxpayers of the City.

(Ord. 712 § 1, 1997)

3.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

Hotel-motel: Means and includes any business including hotels, motels, condominiums, tourist homes, and any other business which in the regular course of business rents or leases for occupancy temporary lodging to individuals with or without meals, except where residence is maintained continuously under terms of a lease or similar agreement for a period in excess of 30 days.

In the City of Ketchum: Within the municipal boundaries of the City of Ketchum, Blaine County, Idaho.

Liquor by the drink: Means and includes:

A. Alcohol: The product of distillation of any fermented liquor, rectified either once or more often, whatever may be the origin, or synthetic ethyl alcohol.

B. Spirits: Any beverage which contains alcohol obtained by distillation mixed with drinkable water and other substances in solution, including, among other things, brandy, rum, gin, and whiskey.

C. Wine: Any alcohol beverage obtained by the fermentation of the natural sugar content of fruits (grapes, apples, etc.) or other agricultural products containing sugar (honey, milk, etc.).

D. Beer: Any alcohol beverage obtained from the fermentation of sugar, barley, hops, malt, yeast and similar ingredients.

E. Other: Any liquid or solid, patented or not, containing alcohol, spirits, or wine and susceptible of being consumed by a human being, for beverage purposes.

Person: Means and includes any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, cooperative, assignee, or any other group or combination acting as a unit.

Purchase: Means and includes any transfer, rental, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price is a purchase. A transfer for a consideration of any publication or of tangible personal property which has been produced, fabricated or printed to the special order of the customer is also a purchase.

Retail sale or sale at retail: A sale of tangible personal property for any purpose other than resale of that property in the regular course of business, or lease or rental of that property in the regular course of business, where such rental or lease is taxable under Idaho Code section 63-3612(h).

A. All persons engaged in constructing, altering, repairing or improving real estate, which includes construction of prefabricated buildings as defined in Idaho Code section 63-3606A, are consumers of the material used by them; all sales to or use by such persons of tangible personal property are taxable whether or not such persons intend resale of the improved property.

B. The delivery in this state of tangible personal property by an owner or former owner or by a factor, or agent of such owner, former owner or factor, if the delivery is to a consumer or person for redelivery to a consumer, pursuant to a retail sale made by a retailer not engaged in business in this state, is a retail sale in this state by the person making the delivery. He or she shall include the retail selling price of the property in his or her total sales subject to tax under this chapter.

C. For the purposes of this chapter as enacted, the sale or purchase of a prefabricated building is deemed a sale or purchase of real property and not a sale or purchase of tangible personal property.

Retailer: Means and includes:

A. Every seller who makes any retail sale or sales of tangible personal property and every person engaged in the business of making retail sales at auction of tangible personal property owned by the person or others.

B. Every person engaged in the business of making sales for storage, use, or other consumption or in the business of making sales at auction of tangible personal property owned by the person or others for storage, use, or other consumption.

C. Every person making more than two retail sales of tangible personal property during any 12-month period, including sales made in the capacity of assignee for the benefit of creditors, or receiver or trustee in bankruptcy, or every person making fewer sales who holds himself or herself out as engaging in the business of selling such tangible personal property at retail.

D. When the City Clerk/Treasurer determines that it is necessary for the efficient administration of this chapter to regard any salespeople, representatives, peddlers or canvassers as agents of the dealers, distributors, supervisors or employers under whom they operate or from whom they obtain the tangible personal property sold by them, irrespective of whether they are making sales on their own behalf or on behalf of such dealers, distributors, supervisors or employers, the City Clerk/-Treasurer may so regard them and may regard the dealers, distributors, supervisors or employers as retailers for the purpose of this chapter.

E. Persons conducting both contracting and retailing activities. Such persons must keep separate accounts for the retail portion of their business and pay tax in the usual fashion on this portion.

Room occupancy charge: Means and includes the total amount charged for the rental use or temporary occupancy of a room or living unit, valued in money, whether paid in money or otherwise, without any deduction.

Sale:

A. Means and includes any transfer of title, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration and shall include any transfer of possession through incorporation or any other artifice found by the state tax commission to be in lieu of, or equivalent to, a transfer of title, an exchange or barter.

B. Sale also includes:

1. Producing, fabricating, processing, printing or imprinting of tangible personal property for a consideration for consumers who furnish either directly or indirectly the materials used in the producing, fabricating, processing, printing or imprinting;

2. Furnishing, preparing or serving for a consideration food, meals or drinks;

3. A transaction where the possession of property is transferred but the seller retains the title as security for the payment of the price;

4. A transfer for a consideration of the title or possession of tangible personal property which has been produced, fabricated or printed to the special order of the customer, or of any publication;

5. Admission charges;

6. Receipts from the use of or the privilege of using tangible personal property or other facilities for recreational purposes;

7. Providing hotel, motel, condominium, tourist home or trailer court accommodations and services, except where residence is maintained continuously under the terms of a lease or similar agreement for a period in excess of 30 days.

Sale of liquor by the drink: Means and includes the sale at retail of liquor by the drink for consumption on the premises, and includes any transfer of money, title, exchange, barter or credit, conditional or otherwise, in any manner or by any means whatsoever as consideration.

Sales price:

A. Means and includes the total amount for which tangible personal property, including services agreed to be rendered as a part of the sale, is sold, rented or leased, valued in money, whether paid in money or otherwise, without any deduction on account of any of the following:

1. The cost of the property sold. However, in accordance with such rules and regulations as the state tax commission may prescribe, a deduction may be taken if the retailer has purchased property for some purpose other than resale or rental, has reimbursed his or her vendor for tax which the vendor is required to pay to the state or has paid the use tax with respect to the property, and has resold or rented the property prior to making any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business. If such a deduction is taken by the retailer, no refund or credit will be allowed to his or her vendor with respect to the sale of the property.

2. The cost of materials used, labor or service cost, losses, or any other expense.

3. The cost of transportation of the property prior to its sale.

B. The term "sales price" does not include any of the following:

1. Discounts allowed and taken on sales, but only to the extent that such discounts represent price adjustments as opposed to cash discounts offered only as an inducement for prompt payment.

2. Any sums allowed on merchandise accepted in part payment of other merchandise.

3. The amount charged for property returned by customers when the amount charged therefor is refunded either in cash or credit; but this exclusion shall not apply in any instance when the customer, in order to obtain the refund, is required to purchase other property at a price greater than the amount charged for the property that is returned.

4. The amount charged for labor or services rendered in installing or applying the property sold; provided, that the amount is stated separately, and such separate statement is not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.

5. The amount of any tax (not including, however, any manufacturers' or importers' excise tax) imposed by the United States upon or with respect to retail sales whether imposed upon the retailer or the consumer.

6. The amount charged for finance charges, carrying charges, service charges, time-price differential, or interest on deferred payment sales, provided such charges are not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.

7. Charges for transportation of tangible personal property after sale.

Sales tax act: The Idaho Sales Tax Act, Idaho Code section 63-3601 et seq., including subsequent amendments, which is adopted by reference.

Seller: Every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker or principal.

Tangible personal property: Personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Taxpayer: Any person subject to or liable for any taxes imposed by this chapter.

(Ord. 712 § 2, 1997)

3.12.030 Imposition and rate of certain nonproperty sales taxes.

The City imposes and shall collect certain nonproperty taxes, as follows:

A. A municipal sales tax is imposed upon each sale at retail within the City of Ketchum, Idaho, at the rate of two percent of the sales price of all property subject to taxation under Idaho Code section 63-3601 et seq., Idaho Sales Tax Act, including subsequent amendments, except on the sale of "groceries" (defined in this section) and motor vehicles which are titled by the Idaho Department of Motor Vehicles. For the purpose of this chapter, "groceries" means any edible food or foodstuffs intended for human consumption, except:

(1) Alcoholic beverages;

(2) Tobacco; and

(3) Any food product which is prepared and sold for consumption at any "eating place" as defined in Idaho Code section 39-1702; or

(4) Any sandwiches and foods prepared and sold by retailer for immediate human consumption; or

(5) Any food product sold through a vending machine if the sales price is more than $0.15;

B. An additional one percent hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes and the like;

C. An additional one percent liquor by the drink sales tax on all sales at retail of liquor by the drink including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises;

D. When the sales price involves a fraction of a dollar, such nonproperty taxes shall be collected on that fractional portion of the price by adding the tax based upon a bracket system. The bracket system for the collection of the two percent nonproperty tax shall be as set forth in exhibit A[1], attached to the ordinance codified herein and made a part of this section by reference. The bracket system for the collection of the three percent nonproperty tax shall be as set forth in exhibit B[2], attached to the ordinance codified herein and made a part of this section. The retailer shall calculate the tax upon the entire amount of purchases of the consumer made at a particular time subject to this chapter, and not separately upon each item purchased. The retailer may retain any amount collected under such bracket system which is in excess of the amount of tax for which he or she is liable to the City during the period as compensation for the work of collecting such tax;

~~E. All monies collected and/or retained under the provisions of this chapter shall be held in trust for the City and for payment to the City Clerk in the manner and at the times provided in this chapter.~~

Commented [LE3]: City does not hold these funds in trust.

(Ord. 1108, 2013)

3.12.040 Duration of taxes.

The nonproperty sales taxes authorized and collected under this chapter are hereby imposed for a duration of 15 years from the effective date hereof, which provides for the collection of local option taxes through December 31, 2027.

The duration for the imposition and collection to raise the current rates an additional one percent for five years from the effective date of January 1, 2019.

(Ord. 1108, 2013; Ord. 1166, 2017)

3.12.050 Purposes for which the revenues derived from nonproperty taxes shall be used.

The nonproperty tax revenue derived from and collected under this chapter shall be used for the following purposes:

A. Municipal transportation.

B. Open space acquisition and recreation.

C. Capital improvements: roads, water, sewer, parking, Ore Wagon Museum.

D. Emergency services: police, fire, ambulance.

E. City promotion, visitor information and special events.

F. Property tax relief.

G. Direct costs to collect and enforce the tax.

[1]Editor's note(s)—Exhibits may be inspected at the Ketchum City Clerk's/-Treasurer's Office.

[2]Editor's note(s)—Exhibits may be inspected at the Ketchum City Clerk's/-Treasurer's Office.

H. Maintaining and increasing air service to Friedman Memorial Airport.

(Ord. 1108, 2013)

3.12.060 Creation of a property tax relief fund.

There is created in the Office of the City Clerk-/Treasurer a fund to be designated as the municipal property tax relief fund. All monies collected under this chapter, and not otherwise budgeted by the City Council, shall be placed by the City Clerk-/Treasurer into the municipal property tax relief fund. All monies collected and placed into the fund shall be used to replace City property taxes in the ensuing fiscal year.

(Ord. 1108, 2013)

3.12.070 Authorization for City Clerk-/Treasurer to administer, regulate and collect nonproperty taxes.

The City Clerk-/Treasurer of the City is authorized and empowered to administer, regulate and collect payment of all nonproperty taxes adopted and imposed by this chapter. The Clerk-/Treasurer shall have all of the powers set forth in this chapter, together with those additional powers necessary and proper to carry out the provisions of this chapter.

(Ord. 712 § 7, 1997)

3.12.080 Permits required and issuance of permits.

A. Every person desiring to engage in or conduct business of retail sales, and/or renting a hotel-motel room, and/or selling liquor by the drink within the City shall file with the City Clerk/-Treasurer an application for a municipal nonproperty sales tax permit for each place of business. A separate permit is required for each place of business within the City. Every application for a permit shall be made upon a form prescribed by the City Clerk/-Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the business or places of businesses, and such other information as the City may require. The application shall be signed by the owner, if he or she is a natural person; or in the case of an association or partnership, by a member or partner; in the case of a corporation, by an executive officer or other person authorized by the corporation to sign the application.

B. Upon filing an application meeting the requirements set out in subsection A of this section, the City Clerk/Treasurer shall issue to each applicant a permit for each place of business. A permit shall not be assignable, and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this chapter.

C. On the face of the permit shall be fixed a municipal nonproperty tax number which shall be used by the applicant as an identifying number on all filing, payment and correspondence with regard to the nonproperty tax imposed under this chapter.

(Ord. 712 § 8, 1997)

3.12.090 Method for payment of taxes.

A. The taxes imposed by this chapter shall be computed and paid for each calendar month. Such taxes are due and payable to the City Clerk/-Treasurer on or before the twentieth day of the succeeding month. The

amount of tax paid shall be computed on all sales subject to taxation under this chapter. Each person required to hold a municipal nonproperty sales tax permit and number shall file a municipal nonproperty sales tax return and a copy of his or her Idaho State Sales Tax return for the month at the same time taxes are paid to the City Clerk/Treasurer, unless such person has been permitted in writing by the Idaho State Tax Commission to file quarterly sales or use tax returns. Persons who have been permitted to file other than monthly returns shall notify the City Clerk/-Treasurer in writing, and the City Clerk/-Treasurer may require reporting of state tax returns over some other period.

B. The first payment of taxes under this chapter shall be due and payable together on February 20, 1998, for that period beginning January 1, 1998, and ending January 31, 1998. Thereafter, all payments shall be made monthly.

C. A municipal nonproperty sales tax return shall be filed each and every month by every person engaging in sales subject to taxation under this chapter regardless of whether or not any tax is due. Returns shall be signed by the person required to file the return or by a duly authorized agent.

D. A valid sales tax exemption certificate issued by the Idaho State Tax Commission upon filing a copy with the City Clerk/-Treasurer shall have the same effect to exempt the sale from the taxes imposed under this chapter as in the Idaho Sales Tax Act.

(Ord. 712 § 9, 1997)

3.12.100 Audits; deficiency determinations.

A. The City Clerk/-Treasurer may order an audit of any taxpayer under this chapter for the purpose of ascertaining the correctness or completeness of any return or payment.

B. If any error or omission is discovered in such audits or in any other way, the City Clerk/-Treasurer may compute and determine the amount of tax due upon the basis of facts obtained from such information within the Clerk's/-Treasurer's possession and assert a deficiency. One or more deficiency determinations may be made for the amount due for one or for more than one period. In making such a determination, the City Clerk/-Treasurer may offset overpayments against amounts due. Further, such determinations shall be made for the period or periods in respect to which the person fails to make a return and shall be based upon any information which is in the City Clerk's/-Treasurer's possession.

C. The City Clerk/-Treasurer shall give written notice of said clerk's/-Treasurer's determination and the amount of deficiency, including interest, at the rate of 12 percent per annum from the date due, to the person from whom such deficiency amount is due. Such notice may be given personally or mailed to the person at the address furnished to the City Clerk/-Treasurer in the nonproperty tax permit application.

(Ord. 712 § 10, 1997)

3.12.110 Redetermination of deficiency.

A. Any person against whom a deficiency determination is made under this chapter, or any person directly interested, may petition in writing for a redetermination within 30 days after service upon the person of notice of deficiency. If the petition for redetermination is not filed within the 30-day period, the determination becomes final at the expiration of the period.

B. If a petition for redetermination is filed within the 30-day period, the City Clerk-/Treasurer shall reconsider the determination and, if the person so requests in the petition, grant the person an oral hearing and give such person ten days' notice of the time and place of the hearing personally or by mail addressed to the

person at the address furnished to the City Clerk/-Treasurer in such person's application for a nonproperty tax permit.

(Ord. 712 § 11, 1997)

3.12.120 Appeals; interest on deficiency.

A. When a redetermination is made, the City Clerk/-Treasurer shall give notice to the taxpayer against whom the redetermination is made. Within 30 days of the date upon which such notice of redetermination is mailed or served, the taxpayer may file an appeal with the City Council or may file a complaint with the district court for review of the City Clerk's/-Treasurer's redetermination. There shall be no right of review to the City Council nor to the district court on the determination of taxes due made by the City Clerk/-Treasurer unless a redetermination has been timely filed. No assessment of a deficiency in respect to the tax imposed by this chapter or proceeding to collect for its collection shall be made, begun or prosecuted until such notice has been mailed to the taxpayer and expiration of such 30-day period after notice of redetermination, nor if a protest is filed until a decision on the protest becomes final. If the taxpayer does not protest to the City Council or file an action in district court within the time prescribed in this section, the deficiency shall be assessed and shall become due and payable upon notice and demand from the City Clerk/Treasurer.

B. Interest upon any deficiency shall be assessed at the same time as the deficiency and shall become due and payable upon notice and demand from the City Clerk/-Treasurer and shall be collected as part of the tax at the rate of 12 percent per annum from the date prescribed for payment of the tax.

(Ord. 712 § 12, 1997)

3.12.130 Collections and enforcement.

As soon as practical after monthly municipal nonproperty sales tax return and payment is filed, the City Clerk/-Treasurer shall examine the same and determine the correct amount of the tax. For the purpose of ascertaining the correctness of any payment determining the amount of tax due where none has been made, determining liability of any person for any tax payable under this chapter, or the liability at law or in equity of any person in respect to any tax provided by this chapter or collecting any such liability, the City Clerk/Treasurer, or duly authorized deputy, is authorized: a) to examine the books, papers, records, or other data which may be relevant or material to the inquiry; b) to summon the person liable for the tax or any officer, agent or employee of such person, or any person having possession, custody or care of books of accounting containing entries relating to the business of the person liable for the tax, to appear before the City Clerk/Treasurer, or deputy, at a time and place named in the Clerk's/-Treasurer's summons to produce such books, papers, records or other data and/or give such testimony under oath as may be relevant or material to such inquiry.

(Ord. 712 § 13, 1997)

3.12.140 Refunds; limitations and interest.

A. If the City Clerk/-Treasurer determines that any amount due under this chapter has been paid more than once or has been erroneously or illegally collected or computed, the City Clerk/-Treasurer shall set forth that fact in the Clerk's/-Treasurer's records, and the excess amount paid or collected may be credited on any amount due or payable to the City Clerk/-Treasurer for nonproperty taxes from that person, and any balance refunded to the person by whom it was paid or to his or her successors, administrators or executors.

B. No such credit or refund shall be allowed or made after one year from the time the payment was made unless, before the expiration of such period, a claim is filed by the taxpayer.

C. Interest shall be allowed on the amount of such credits or refunds at the rate of 12 percent per annum from the date which such tax was paid.

D. Appeal from the City Clerk's/-Treasurer decision denying in part or in whole a claim for refund shall be made in accordance with the laws of the state with regard to claims against municipalities.

(Ord. 712 § 14, 1997)

3.12.150 Responsibility for payment of taxes.

Every person with a duty to account for or pay over any tax imposed by this chapter on behalf of a corporation, as an officer employee of the corporation, or on behalf of a partnership, as a member employee of the partnership, shall be personally liable for payment of such tax, plus penalties and interest.

(Ord. 712 § 15, 1997)

3.12.160 Period of limitation upon assessment and collection.

A. The amount of taxes imposed under this chapter shall be assessed within three years of the time the return upon which the tax asserted to be due was or should have been filed, whichever is later; provided, however, if a deficiency determination or assessment has been made within the prescribed time, such tax may be collected within a period of six years after assessment. The running of limitations provided by this section shall be suspended for the period during which the City Clerk/-Treasurer is prohibited from making the assessment or from collecting or proceeding in court due to a petition for redetermination or an appeal therefrom, and for 30 days thereafter.

B. In the case of taxes due during the lifetime of a decedent, the tax shall be assessed, and any proceeding in court without assessment for the collection of such tax shall be begun, within six months after written request therefor (filed after the return is made) by the executor, administrator, or other fiduciary representing the estate of such decedent unless the assessment is stayed by a petition for redetermination or any appeal therefrom.

C. In the case of a false or fraudulent return with intent to evade tax, or of a failure to file a return, the tax may be assessed, or a proceeding in court for collection of such tax may be begun without assessment, at any time within three years after the date of the discovery of the facts constituting the fraud.

(Ord. 712 § 16, 1997)

3.12.170 Successors' liability.

A. If a vendor liable for any amount of tax under this chapter sells out his or her business or stocks and goods, the vendee shall make an inquiry to the City Clerk/-Treasurer and withhold from the purchase price any amount of tax that may be due under this chapter until such time as the vendor produces receipt stating that no amount is due.

B. If the purchaser of business or stock of goods fails to withhold from the purchase price as above required, he or she is personally liable for the payment of the amount required to be withheld by him or her.

(Ord. 712 § 17, 1997)

3.12.180 General administration by City Clerk/Treasurer.

A. The City Clerk/-Treasurer shall enforce the provisions of this chapter and may prescribe, adopt and enforce rules and regulations relating to its administration and enforcement. The City Clerk/-Treasurer may employ qualified auditors for examination of taxpayers' books and records, and shall also employ such accountants, investigators, assistants, clerks, and other personnel as are necessary for the efficient administration of this chapter and may delegate authority to its representatives to conduct hearings or perform other duties imposed by this chapter.

B. Taxpayers in the City shall keep such records, receipts, invoices, and other pertinent papers as the City Clerk/Treasurer may require. Each such taxpayer who files tax payments required under this chapter shall keep all such records for not less than four years after making such payments unless the City Clerk/-Treasurer in writing authorizes their destruction.

C. The City Clerk/Treasurer, or any person authorized in writing by the Clerk/Treasurer, may examine the books, papers, records and equipment of any taxpayer or any person liable for any tax, and may investigate the character of the business of the person in order to verify the accuracy of any return made, or if no return is made by the person, to ascertain and determine the amount required to be paid. Any taxpayer whose pertinent records are kept outside of the City must bring the records to the City for examination by the City Clerk/Treasurer upon request of the latter or, by agreement with the City Clerk/Treasurer, permit an auditor designated by the City Clerk/Treasurer to visit the place where the records are kept, and there audit such records.

(Ord. 712 § 18, 1997)

3.12.190 Penalties.

A. Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one year in the county jail, and/or a $300.00 fine, or both. Furthermore, each month in which a person fails to report, or intentionally fails to accurately compute, or intentionally fails to accurately disclose the total amount of sales or rentals or the amount of tax to be paid, as imposed under this chapter, shall be considered a separate offense.

B. Any person who violates any provision of this chapter shall have his or her municipal nonproperty sales tax permit and tax number revoked. The City Clerk/Treasurer shall send written notice of revocation of such permit and tax number to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council, challenging such revocation. If no appeal is timely made, such revocation becomes final. Whenever a person subject to this chapter has had such permit and tax number revoked, the City Clerk/Treasurer shall not reissue such permit nor issue a new permit to such person until such person places with the City Clerk/Treasurer a bond or other sufficient security in the amount equal to three times the actual, determined or estimated average monthly amount of tax payable by such person pursuant to this chapter.

C. The City Clerk/Treasurer, whenever it is deemed necessary to ensure compliance with this chapter, may require any person subject to this chapter to place with it such security as it may determine. The amount of such security shall not be greater than three times the estimated average monthly amount payable by such person pursuant to this chapter. The amount of the security may be increased or decreased by the City Clerk/Treasurer at any time, subject to the limitations set forth above.

D. Any person who violates any provision of this chapter shall have all municipal nonproperty sales tax permits, municipal beer license(s) and wine license(s), and retail liquor by the drink license(s) revoked.

E. Any amount of tax due under this chapter for which a person fails to report or accurately compute shall become a lien upon the property of such taxpayer on the date that the same becomes due, and the City may seek to enforce such lien and collect all taxes and interest due, together with the reasonable costs of collection, including attorney fees, in a court of competent jurisdiction.

F. For the purposes of proper administration of this chapter, and to prevent evasion of such nonproperty sales taxes, the burden of proving that a sale or rental is not a sale under this chapter is upon the person who makes the sale or rental in question.

(Ord. 712 § 19, 1997)

3.12.200 Penalty charges.

A. Any person who is required to collect and pay over any tax imposed by this chapter and fails or refuses to pay over to the City the same when due, in accordance with section 3.12.090 of this chapter, shall be liable and pay a penalty charge as provided in the City's adopted fee resolution, as amended from time to time.~~equal to five percent of the tax not paid, or a minimum of $10.00, whichever is greater.~~ The City Clerk/Treasurer shall assess and collect such fee at the time any delinquent tax payment is tendered. The permit holder shall have ten days from the date payment is made to file a written appeal with the City Council challenging such penalty determination. If no appeal is timely made as provided in this chapter, such penalty determination shall be final.

B. Any person who is required to collect, truthfully account for, and pay over any tax imposed by this chapter and who willfully fails to collect such a tax or truthfully account for or pay over such a tax, or willfully attempts in any manner to evade or defeat such a tax or payment shall, in addition to other penalties provided by law, be liable to a penalty equal to the amount of the tax evaded, or not collected, or not accounted for or paid over. The City Clerk/Treasurer shall determine and assess such penalties, and the same shall become due and payable upon notice and demand from the City Clerk/Treasurer. The City Clerk/Treasurer shall send written notice of such penalty charge to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council challenging such penalty charge determination. If no appeal is timely made as provided in this chapter, such penalty charge determination shall be final.

(Ord. 712 § 20, 1997)

3.12.210 Exemptions.

All transactions by the state, otherwise subject to imposition of such taxes, are exempt from the provisions of this chapter.

(Ord. 712 § 21, 1997)

3.12.220 Confidentiality of information.

A. No City Clerk/Treasurer of the City of Ketchum, Blaine County, Idaho, nor any duly authorized deputy City Clerk/Treasurer, agent or employee shall divulge or make known to any persons, in any manner, any information whatsoever submitted or obtained, directly or indirectly, pursuant to this chapter, or to permit any nonproperty tax return or information supplied with regard to such return, or any copy, or any paper or book so obtained, to be seen or examined by any person except as provided by law; provided, that in any action or proceeding brought for the collection, remission, cancellation or refund of the whole or any part of

a tax imposed under this chapter, or for enforcing the penalties prescribed for making false or fraudulent returns, any and all information contained in or provided with such returns may be made accessible to the elected and appointed officials, officers and representatives of the City charged with enforcing or defending the same. All such returns, information, statements and correspondence relating to such returns may be produced into evidence in any action, civil or criminal, directly pertaining to such returns or the tax imposed on the basis of such returns.

B. The Ketchum City Council, under such rules and provisions as it may prescribe, may permit, notwithstanding the provisions of this chapter as to secrecy, the commissioner of internal revenue of the United States or his or her delegate or the proper officer of any state imposing a tax to inspect the nonproperty tax returns or information provided or obtained in connection with such returns, or may furnish to such officer, or his or her authorized agent, copies or an abstract.

C. Nothing in this chapter shall prohibit a taxpayer, or authorized representative upon proper identification, from inspecting and copying his or her own nonproperty tax returns and information supplied with such returns.

(Ord. 712 § 22, 1997)

~~CHAPTER 3.15 WASTEWATER REVENUE BOND~~

Commented [LE4]: DELETE - All covered in bond policies

~~3.15.010 Definitions.~~

~~As used in this chapter, the following definitions shall apply unless a different meaning clearly appears from the context:~~

~~*Acquisition* or *acquire* includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the Federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.~~

~~*Adjusted net revenues* means the net revenues, adjusted for purposes of section 3.15.140.C.2 as provided in section 3.15.140.E.~~

~~*Annual debt service* means in any fiscal year the amount of principal and interest required to be paid in that fiscal year on all outstanding bonds, adjusted as follows:~~

~~A. Interest which is to be paid from proceeds of bonds shall be subtracted;~~

~~B. Bonds which are subject to scheduled, noncontingent redemption/prepayment or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be outstanding on the final maturity date shall be treated as maturing on that date;~~

~~C. Interest subsidies shall be subtracted from the interest due on interest subsidy bonds as provided in section 3.15.150;~~

~~D. Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and~~

~~E. Each balloon payment shall be assumed to be paid according to its balloon debt service requirement.~~

~~*Balloon debt service requirement* means the committed debt service requirement for a balloon payment or, if the City has not entered into a firm commitment to sell bonds or other obligations to refund that balloon payment, the estimated debt service requirement for that balloon payment.~~

Balloon payment means any principal payment for a series of bonds which comprises more than 25 percent of the original principal amount of that series, but only if that principal payment is designated as a balloon payment in the closing documents for the series.

Base period means the alternative selected by the City from the following two options: (a) any 12 consecutive months selected by the City or qualified consultant out of the most recent 18 months preceding the delivery of a Series of parity bonds; or (b) the most recently completed fiscal year for which audited financial statements are available.

Beneficial owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any bonds (including persons holding bonds through nominees, depositories or other intermediaries).

Bonding authority means the authority to issue revenue bonds or other obligations hereunder in the aggregate par amount of up to $14,000,000.00, as authorized by the November 8, 2022, bond election, plus such additional authority to issue revenue bonds in excess of $14,000,000.00, as authorized by (i) subsequent bond elections and/or (ii) judicial confirmation under Idaho Code, Title 7, Chapter 13; and pursuant to the Act.

Bond fund means the "City of Ketchum Wastewater Revenue Bond Fund," which includes a debt service account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on bonds, as applicable.

Bond register means the registration records maintained by a bond registrar setting forth the names and addresses of registered owners of a series of bonds, in compliance with Section 149 of the Code.

Bond registrar means the person or qualified entity appointed by the City pursuant to section 3.15.030 hereof and a series ordinance for the purposes of registering and authenticating bonds, maintaining the related bond register, effecting transfer of ownership of the bonds, and paying interest on and principal of the bonds.

Bond or *bonds* means the initial bonds and parity bonds of the City authorized and issued under this chapter and any series ordinance; provided, however, "bond" or "bonds" shall not include subordinate obligations.

Bond year means each one-year period that ends on the date selected by the City. The first and last bond years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the bonds or the date that is five years after the date of issuance of the bonds, bond years shall end on each anniversary of the date of issue and on the final maturity date of the bonds.

City means the City of Ketchum, Blaine County, Idaho, a body politic and corporate duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

City Administrator means the City Administrator of the City or their successor in function, if any.

City Clerk or *Clerk* means the ex officio City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or their successor in function, if any.

City Treasurer means the Treasurer of the City, or their successor in function, if any.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Committed debt service requirement means the schedule of principal and interest payments for a series of refunding bonds or other obligations which refund a balloon payment, as shown in the series ordinance and/or other documents evidencing the City's firm commitment to sell that series. A "firm commitment to sell" means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the series of refunding bonds or other obligations, subject only to the conditions which customarily are included in such documents.

Continuing disclosure agreement shall mean, with respect to each issue of bonds authorized hereunder and subject to Rule 15c2-12, the form of continuing disclosure undertaking by the issuer dated the date of issuance and delivery of the respective bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

Cost of acquisition and construction or any phrase of similar import, shall mean all or any part designated by the City of the costs of a project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the acquisition of the project, including, without limitations:

A. Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;

B. The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

C. The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;

D. The costs of contingencies;

E. The costs of any discount on bonds and of any of the costs of issuance of bonds payable from original issue premium;

F. The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the project, and of the incidental expenses incurred in connection with such loans;

G. The acquisition and construction costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and

H. All other expenses necessary or desirable and appertaining to the project, as estimated or otherwise ascertained by the City.

Council means the City Council of the City, as the same shall be duly and regularly constituted from time to time.

Debt service account means an account or subaccounts of that name in the bond fund out of which the principal of and interest on any bonds shall be paid.

Designated representative means the Mayor, the City Administrator or any City employee designated by them.

DTC means the Depository Trust Company of New York, as depository for the bonds, or any successor or substitute depository for the bonds.

Engineer means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of wastewater or sewer systems of comparable size and character to the wastewater system.

Estimated debt service requirement means the schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds a balloon payment, that is prepared by City Administrator, City Treasurer, or their designee, and that meets the requirements of section 3.15.160.

Fiscal year means the year commencing October 1 and ending the following September 30, unless changed by the City.

Fitch means Fitch Ratings, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.

Initial bonds means the first series of revenue bonds or other obligations issued by the City under this chapter and a series ordinance.

Interest subsidy bonds means bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.

Letter of representations means the blanket issuer letter of representations from the City to DTC authorized under section 3.15.030 of this chapter to be executed and filed with DTC.

Master ordinance means this Ordinance No. 1247 adopted by the Council on March 27, 2023.

Maximum annual debt service means, at the time of calculation, the maximum amount of annual debt service that will be payable in the current fiscal year or any future fiscal year on all bonds.

Mayor means the Mayor of the City, or any presiding officer or titular head of the City, or their successor in functions, if any.

Moody's means Moody's Investors Service, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

Net revenue(s) means, for any period, the Revenue of the Wastewater System after the deduction of Operation and Maintenance Expenses.

Operation and *maintenance expenses* means all costs incurred by the City and properly treated as expenses of operating, maintaining, and repairing the wastewater system under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the revenue of the wastewater system for the payment of the bonds, but shall not include any payment for debt service or deposits into a reserve account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the wastewater system, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

A. Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the wastewater system;

B. Fidelity bond and property and liability insurance premiums appertaining to the wastewater system, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;

C. Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the wastewater system;

D. Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the wastewater system, revenues therefrom, or any privilege in connection with their operation;

E. The reasonable charges of the fiscal or paying agent, bond registrar, commercial bank, trust bank or other depository bank appertaining to bonds or appertaining to a project, if any;

F. Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of bonds and to the wastewater system; and

G. All other administrative, general and commercial expenses.

However, operation and maintenance expenses do not include:

A. Any rebates or penalties paid from revenues under Section 148 of the Code;

B. Payments of judgments or fines against the City and payments for the settlement of litigation;

C. Depreciation and amortization of property values or losses, and other noncash expenses, including non-cash expenses related to pensions and postemployment benefits;

D. All amounts eligible to be treated for accounting purposes as payments for capital expenditures;

E. Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;

F. The expenses of owning, operating or maintaining any separate utility system;

G. Expenditures made from any liability insurance proceeds;

H. Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the wastewater system;

I. Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the wastewater system;

J. Extraordinary, non-recurring expenses of the wastewater system; or

K. Expenditures allocable to any other funding source which does not constitute revenues of the wastewater system.

Ordinance means this chapter and, when applicable, this chapter and any series ordinance.

Outstanding, when used with reference to a bond or bonds, as of any particular date, means all bonds which have been issued, executed, authenticated and delivered by the City, except (i) bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any bond (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof, and when used in reference to a bond or bonds issued as zero coupon or capital appreciation bonds, the assumed par amount outstanding of such bond or bonds shall be its purchase price, plus the accrued interest earned by the owner of such bond or bonds as of the date of calculation.

Owner means a registered owner of a bond.

Parity bonds means the initial bonds and any obligation that is secured by the net revenues on an equal basis with the initial bonds and issued in accordance with section 3.15.140.

Permitted investments means such investments as shall be legal investment for funds under Idaho Code, section 50-1013, or comparable statute as then in effect.

Private person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.

Project means the undertaking or undertakings of acquiring and constructing improvements to the wastewater system.

Project fund means any fund created pursuant to section 3.15.080 hereunder or under any series ordinance and any subaccount thereunder into which shall be deposited proceeds of bonds to finance a project and costs of issuance thereof.

Qualified consultant means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by the City for purposes of performing activities specified in this chapter or any series ordinance.

Qualified insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest rating categories by each rating agency rating such series of bonds.

Qualified letter of credit means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency, or branch in the United States and as of the time of issuance of such letter of credit is rated in one of the two highest rating categories by each rating agency rating such series of bonds.

Rate covenant means net revenues in each fiscal year at least equal to 125 percent of the annual debt service.

Rating agency means Moody's, S&P or Fitch.

Rebate fund means the fund so designated by the Council into which all excess earnings on funds and accounts held by the City hereunder to the extent required by any tax certificate of the City shall be deposited.

Record date, unless otherwise provided in a series ordinance, mean (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the bond registrar, the next preceding day that is a business day of the bond registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the bond registrar in the notice of redemption, provided that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

Refunding bonds means bonds issued hereunder to refund prior revenue bonds of the City on parity with the parity bonds used to finance and/or refinance improvements to the wastewater system.

Registered owner or registered owners mean the person or persons whose names and addresses shall appear on the bond register maintained by the bond registrar in accordance with the terms of this chapter and a series ordinance, as the owner or owners of a specific bond or bonds. for so long as any bonds are held in book-entry form, dtc shall be deemed to be the sole registered owner.

Reserve account means the debt service reserve account in the bond fund, including any and all subaccounts thereunder created upon issuance of bonds under and as required by series ordinance.

Reserve account requirement means the required amount, if any, to be deposited by the City into a reserve account upon issuance of bonds pursuant to the respective series ordinance.

Revenue fund means the fund designated the "City of Ketchum Wastewater Revenue Fund," into which all the net revenues of the wastewater system is pledged to be deposited.

Revenue of the wastewater system or revenue(s) means all earnings, revenue and moneys received by the City from or on account of the operation of the wastewater system under generally accepted accounting principles, including income from investments of money in the bond fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased by any withdrawals from the stabilization account as provided in section 3.15.060.C.2 of this chapter and shall be reduced by any deposits to the stabilization account as provided in section 3.15.060C.1 of this chapter. However, the term "revenue of the wastewater system" or "revenue" shall not include:

A. The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;

B. Any gifts, grants, donations or other amounts received by the City from any state or federal agency or other person (i) if such amounts are restricted by law or the grantor to uses inconsistent with the payment of bonds or (ii) if such amounts are reimbursements of operation and maintenance expenses;

C. The proceeds of any borrowing;

D. The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);

E. The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the wastewater system;

F. The proceeds derived from the sales of assets subject to the covenants in section 3.15.120.I of this chapter;

G. Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any separate utility system;

H. Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a bond; or

I. Any federal interest subsidies the City receives for interest subsidy bonds.

Rule 15c2-12 means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

S&P means S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

SEC means the Securities and Exchange Commission.

Separate utility system means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City as provided in section 3.15.110.

Series refers to all bonds authorized by a single series ordinance and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the series provide otherwise.

Series Ordinance means any ordinance adopted by the City supplementing this chapter to authorize the issuance of bonds under this chapter.

Stabilization account means the stabilization account established in the revenue fund pursuant to section 3.15.060.C.

Subordinate obligations means obligations having a lien on the net revenues which is subordinate to the lien of the bonds. On the date of this Master Ordinance [from which this chapter derived], the City has no borrowings outstanding with a subordinate lien on the net revenues.

Wastewater system means the wastewater or sewer system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of the bonds will be derived, and the lands appertaining thereto, including, without limitation, any project(s) to be acquired with the proceeds of bonds issued hereunder.

Tax certificate means any agreement or certificate of the City which the City may execute in order to establish and assure the tax exempt status of interest received on bonds.

Tax-exempt bonds means any bonds, the interest on which, in the opinion of bond counsel delivered at the time of issuance thereof pursuant to a series ordinance, is excludable from gross income of the owners of such bonds for federal income tax purposes.

Tax maximum means, for any series of bonds for purposes of section 3.15.150.C of this chapter, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any fiscal year on such Series; 125 percent of average amount of principal, interest and premium, if any, required to be paid on such series during all fiscal years in which such series will be outstanding, calculated as of the date of issuance of such series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

Rules of interpretation. In this chapter, unless the context otherwise requires:

A. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this chapter, refer to this chapter as a whole and not to any particular article, section, or subdivision;

B. Words importing the singular number shall mean and include the plural number and vice versa;

C. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

D. Any headings preceding the text of any sections of this chapter, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this chapter, nor shall they affect its meaning, construction or effect; and

E. All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

(Ord. No. 1247, § 1, 3-27-2023)

3.15.020 Authorization of bonds; delegation authority.

In accordance with and subject to the terms, condition and limitations of the Act or other statutes authorizing bonds to be issued hereunder, the City is authorized to issue bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of series ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of bonds, which designation may include the words "wastewater" or "sewer," the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a reserve account to pay debt service on the bonds. In addition, pursuant to Idaho Code, section 57-235, or comparable statute as then in effect, in the series ordinance authorizing the issuance of bonds, the City may delegate authority to the Mayor or the City Administrator to approve the final terms and provisions of the bonds upon the sale thereof, without any requirement that the members of the council meet to approve such determinations.

Bonds shall be special obligations only of the bond fund and shall be payable and secured as provided herein. The bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

(Ord. No. 1247, § 2, 3-27-2023)

3.15.030 Registration.

Upon issuance of bonds hereunder, if required by a series ordinance, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the "bond registrar") for such series of bonds and the City will provide for the registration of such series of bonds pursuant to the series ordinance.

(Ord. No. 1247, § 3, 3-27-2023)

3.15.040 Redemption and purchase.

The respective redemption and purchase provisions for a series of bonds shall be set forth in the series ordinance for such series of bonds.

(Ord. No. 1247, § 4, 3-27-2023)

3.15.050 Establishment of accounts and funds.

The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to the bonds issued hereunder:

A. Bond fund, held by the City, consisting of the debt service account and any and all reserve accounts established by a series ordinance;

B. Revenue fund, held by the City and therein a stabilization account;

C. Project fund and subaccounts therein established by a series ordinance; and

D. Rebate fund, held by the City.

(Ord. No. 1247, § 5, 3-27-2023)

3.15.060 Revenue fund; priority of application of revenue; stabilization account.

A. *Revenue fund.* The City shall maintain the "City of Ketchum Wastewater Revenue Fund" (the "revenue fund") as a separate enterprise fund of the City. All revenue of the wastewater system shall be deposited in the revenue fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

B. *Priority of application of revenue of the wastewater system.* The revenue fund shall be held separate and apart from all other funds and accounts of the City, and the revenue of the wastewater system deposited in such revenue fund shall be used only for the following purposes and in the following order of priority:

First, to pay the operation and maintenance expenses of the wastewater system;

Second, to pay the interest on any bonds;

Third, to pay the principal of any bonds;

Fourth, to make all payments required to be made into any reserve account created to secure payment of debt service on any series of bonds;

Fifth, to make all payments, together with other available funds, on the day on which any rebates or penalties for bonds are due to be paid to the United States pursuant to Section 148 of the Code;

Sixth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the net revenues of the wastewater system junior and inferior to the lien thereon for the payment of the principal of and interest on the bonds; and

Seventh, to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate bonds of the City payable out of the net revenues of the wastewater system, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the wastewater system, or for any other lawful city purposes.

The City may transfer any money from any funds or accounts of the wastewater system legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the bond fund.

C. *Stabilization account.* The City shall create a stabilization account in the revenue fund and will maintain that account as long as bonds are outstanding. Net revenues may be transferred to the stabilization account at the option of the City on any date. Money in the stabilization account may be withdrawn at any time and used for any purpose for which the revenues may be used.

1. Deposits to the stabilization account decrease revenues in the fiscal year for which the deposit is made.

2. Withdrawals from the stabilization account increase revenues in the fiscal year for which the withdrawal is made.

3. The City may adjust deposits to and withdrawals from the stabilization account for a fiscal year up until 180 days after the end of that fiscal year.

4. Earnings on the stabilization account shall be credited to the revenue fund.

(Ord. No. 1247, § 6, 3-27-2023)

3.15.070 Bond fund.

There is hereby created a fund known as the "City of Ketchum Wastewater Revenue Bond Fund" (the "bond fund") solely for the purpose of paying the principal of, premium, if any, and interest on the bonds. The bond fund shall consist of the following accounts: (1) debt service account and (2) debt service reserve account, including any and all subaccounts thereunder.

Said accounts are more particularly described as follows:

A. *Debt service account.* As long as any bonds remain outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the revenue fund into the debt service account those amounts necessary, together with such other funds as are on hand and available in the debt service account, to pay the interest or principal and interest next coming due on the bonds.

B. *Reserve account.* The City shall maintain a debt service reserve account, including any and all subaccounts established thereunder if required pursuant to a series ordinance (the "reserve account") for the purpose of securing the payment of the principal of and interest on a series of bonds subject to a reserve account requirement, as provided in the series ordinance for such bonds. The City will covenant and agree in the series ordinance(s) for bonds, as applicable, to maintain at all times an amount in the reserve account, if applicable, equal to the reserve account requirement, except for withdrawals authorized therefrom, for so long as such bonds remain outstanding.

Alternatively, a reserve account requirement for any issue of bonds may be maintained, in whole or in part, by a qualified letter of credit or qualified insurance, as provided in the respective series ordinance. The amount

payable from the qualified insurance or the qualified letter of credit shall be credited against the amounts otherwise required to be accumulated and maintained in a reserve account. In computing the amount on hand in the reserve account, qualified insurance and/or a qualified letter of credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The series ordinance for each series of bonds will set out the terms and provisions for withdrawals from the reserve account, if required, in the event of insufficient amounts in the debt service account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any bonds secured by such reserve account then outstanding, and the provisions for any surplus in the reserve account, if applicable.

In the event there shall be a deficiency in the debt service account to meet maturing installments of either principal, interest, or sinking fund installments on the bonds payable out of such account, such deficiency shall be made up from the reserve account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a reserve account by reason of any such withdrawal shall then be made up out of revenue of the wastewater system (after making necessary provision for the payments required to be made by subparagraphs first through third of section 3.15.060.B) by paying into the applicable reserve account one-twelfth of the deficiency on or before the first day of each of the next 12 succeeding months so that there will have been paid into the applicable reserve account an amount which, with money already on deposit therein, will equal the reserve account requirement, as applicable.

The value of money and obligations credited to any and all reserve accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the revenue fund by paying into the applicable Reserve Account one-sixth of the deficiency on or before the first day of each of the next six succeeding months.

[A.] *Sufficiency of revenues.* The Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the bond fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said bonds, as applicable, the Council has taken into consideration and has due regard for operation and maintenance expenses, and the Council will set aside into said accounts within the bond fund moneys sufficient and necessary to retire said bonds (including principal, interest, and sinking fund installments), after paying all operation and maintenance expenses.

[B.] *Pledge of net revenue; priority of lien ofpayments into accounts within the bond fund.* The net revenues are hereby pledged to the payment of bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, section 50-1039. The federal interest subsidies the City receives for interest subsidy bonds are also hereby pledged to the payment of the bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, section 50-1039.

[C.] *Application and investment of moneys in accounts within the bond fund.* Moneys in the various accounts within the bond fund may be invested in permitted investments. Investments of funds in the accounts within the bond fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the reserve account shall be available to pay any deficiencies that may occur in any of the accounts within the bond fund. All interest earned and income derived by virtue of such investments shall remain in the bond fund and be used to meet the required deposits into any account therein. Subject to the other provisions of this subparagraph, moneys in the debt service account and the reserve account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

(Ord. No. 1247, § 7, 3-27-2023)

3.15.080 Project fund.

The City hereby creates a fund known as the "City of Ketchum Wastewater Revenue Project Fund" (the "project fund") into which shall be deposited all of the proceeds of the sale of bonds to be used for the payment of the cost of acquisition and construction of a project, including costs of issuance of bonds. Any interest earnings on moneys invested from the project fund shall be deposited into said project fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said project fund to assure the completion of the project.

When the construction of the project has been completed and all costs related thereto have been paid in full, any balance remaining in the project fund will be deposited into the bond fund.

(Ord. No. 1247, § 8, 3-27-2023)

3.15.090 Rebate fund; rebate requirement.

There is hereby established a rebate fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any tax certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the tax certificate. All earnings on the rebate fund shall remain within said fund and shall be used for no other purpose unless the City provides the bond registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective bonds to cease to qualify for exclusion from federal income taxation under the Code.

The bond registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the issuer's determinations, calculations, certifications, and written directions required by this section and the bond registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the issuer's determinations, calculations, certifications, and written directions required by this section.

(Ord. No. 1247, § 9, 3-27-2023)

3.15.100 Authorization for projects.

The council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City's existing wastewater system be repaired, replaced and/or improved, that project(s) may be financed by the issuance of the bonds and/or subordinate obligations upon adoption of series ordinance(s) pursuant to and upon compliance with section 3.15.140 hereunder.

Each such series ordinance authorizing the bonds and/or subordinate obligations to finance a project shall include:

A. The description of the project to be acquired, constructed and installed;

B. That the City, its staff and agents shall undertake the project in accordance with maps, plans and specifications prepared by the City's Engineer or consulting engineer engaged by the City, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the project; and

C. The total estimated cost of acquisition and construction of the project to be financed by the bonds and/or subordinate obligations.

(Ord. No. 1247, § 10, 3-27-2023)

3.15.110 Separate utility systems.

The City may declare property which the City owns and is part of the wastewater system (but has a value of less than ten percent of the wastewater system at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the wastewater system, to be part of a separate utility system.

The City may pay costs of acquiring, operating, and maintaining a separate utility system from net revenues, but only if there is no deficit in the debt service account or a reserve account within the bond fund. The City may issue obligations which are secured by the revenues produced by the separate utility system and may pledge the separate utility system revenues to pay those obligations. In addition, the City may issue subordinate obligations to pay for costs of a separate utility system and may pledge the revenues of the separate utility system to pay the subordinate obligations. Further, the City may pledge the revenues produced by a separate utility system to pay the bonds issued under this chapter by filing a written certificate of the mayor and the city administrator declaring such pledge with the city and the owner of the bonds.

Neither the revenue nor net revenue may be pledged to the payment of any obligations of a separate utility system except that the net revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the bonds.

(Ord. No. 1247, § 11, 3-27-2023)

3.15.120 Specific covenants.

For the protection and security of the bonds, the City hereby covenants and agrees to and with the registered owners of parity bonds that the City will perform the following covenants:

A. *Rate covenant.* The City has established, may from time to time revise, and shall maintain and shall collect from the users of the wastewater system, rates and charges for furnishing the services and the facilities of the wastewater system to such users thereof. The City shall establish, maintain, and collect such rates and charges for service of its wastewater system for so long as any bonds are outstanding and shall maintain the rate covenant.

B. *Acquire projects.* The City shall commence the acquisition, construction and completion of any project financed by proceeds of bonds and continue the same with all practical dispatch and in a sound and economical manner.

C. *Operate wastewater system.* The City shall operate the wastewater system in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the wastewater system may be furnished at the lowest possible cost consistent with sound economy and prudent management.

D. *Good repair.* The City shall operate, maintain, preserve, and keep the wastewater system and every part hereof in good repair, working order, and condition.

E. *Preserve security.* The City shall preserve and protect the security of the bonds and the rights of the registered owners thereof.

F. *Collect revenues.* The City shall collect and hold in trust the revenue of the wastewater system and other funds pledged to the payment of the bonds and apply such revenue of the wastewater system or other funds only as provided in this chapter and all series ordinances.

G. *Service bonds.* The City shall pay and cause to be paid punctually the principal of and interest on the bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this chapter and all series ordinances.

H. *Pay claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the revenue of the wastewater system, or any part of said revenue of the wastewater system, or any funds in the hands of the City Treasurer or City Administrator, prior or superior to the lien of the bonds or which might impair the security of the bonds to the end that the priority and security of the bonds shall be fully preserved and protected.

I. *Encumbrances, sales, or transfers of wastewater system.* The City shall not encumber, sell, lease, or dispose of the wastewater system or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the wastewater system or any part thereof necessary to secure adequate revenue for the payment of the principal of and interest on bonds and for the City to meet the rate covenant, nor which would otherwise impair or impede the rights of the registered owners of bonds with respect to such revenue or the operation of the wastewater system, except:

1. The City may dispose of all or substantially all the wastewater system, if the City pays all outstanding bonds or defeases all outstanding bonds pursuant to section 3.15.190; or

2. The City in its discretion may carry out a sale, transfer, or disposition (each, as used in this clause, a "transfer") if the facilities or property transferred are not material to the operation of the wastewater system, or shall have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the wastewater system or are no longer necessary, material or useful to the operation of the wastewater system; or

3. The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred in any one fiscal year comprises no more than ten percent of the total assets of the wastewater system, so long as there has been filed with the City a certificate of the City Treasurer or City Administrator, or a Qualified Consultant stating that such disposition will not impair the ability of the City to comply with the rate covenant; or

4. The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:

   a. An amount which will be in the same proportion to the net amount of outstanding bonds (less the amount of cash and investments in the bond fund and accounts therein) that the revenue of the wastewater system from the portion of the wastewater system sold or disposed of for the preceding year bear to the total revenue for that period; or

   b. An amount which will in the same proportion to the net amount of outstanding bonds (less the amount of cash and investments in the bond fund and accounts therein) that the net revenue from the portion of the wastewater system sold or disposed of for the preceding year bears to the total net revenue for such period; or

   c. An amount equal to the fair market value of the portion of the wastewater system transferred. As used herein, "fair market value" means the most probable price that a property should bring in competitive and open market under all condition's requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgably and assuming that the price is not affected by coercion or undue stimulus.

The proceeds of any transfer under this subparagraph (i) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) outstanding bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extension of the wastewater system.

J. *Insurance.* The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the wastewater system and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the registered owners of any bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the wastewater system or for the payment of bonds.

K. *Fidelity bonds.* The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the wastewater system and the collection and disbursement of revenue of the wastewater system.

L. *Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the wastewater system for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the registered owners of any bonds upon request.

M. *Accounts.* The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the wastewater system, and it will furnish complete operating and income statements upon request.

N. *Delinquencies.* The City shall not enter into any new agreements or arrangements or make any new offers to provide wastewater system products or services at a discount from published rate schedules or provide free wastewater system products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with other water systems, or (iv) where in the reasonable judgment of the City such action does not materially reduce the revenues received by the City.

(Ord. No. 1247, § 12, 3-27-2023)

3.15.130 Tax covenants.

A. *General.* The City covenants with the owners of tax-exempt bonds that, notwithstanding any other provision of this chapter or any other instrument, it will take no action which would adversely affect the tax-exempt status of tax-exempt bonds issued hereunder under sections 103 or 148 of the Code pertaining to the exclusion of interest on the tax-exempt bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the tax-exempt bonds. The City will execute a tax certificate dated the date of issuance and closing of tax-exempt bonds hereunder with respect to such federal tax matters.

B. *Arbitrage covenant.* Covenant to maintain tax exemption.

1. The Mayor and/or City Administrator and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such tax certificates as shall be necessary to establish that the tax-exempt bonds are not "arbitrage bonds" within the meaning of section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the tax-exempt bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the bondholders that no use will be made of the proceeds of the issue and sale of the tax-exempt bonds, or any funds or accounts of the City which may be deemed to be proceeds of the tax-exempt bonds, pursuant to section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the tax-exempt bonds, would have caused the tax-exempt bonds to be classified as "arbitrage bonds" within the meaning of section 148 of the Code.

Pursuant to this covenant, the City obligates itself to comply throughout the term of the tax-exempt bonds with the requirements of section 148 of the Code and the regulations proposed or promulgated thereunder.

2. The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the tax-exempt bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the tax-exempt bonds to be or to become ineligible for the exclusion from gross income of the bondholders as provided in section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the tax-exempt bonds to be a "private activity bond" within the meaning of section 141 of the Code or to fail to meet any applicable requirement of section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the tax-exempt bonds to be a "private activity bond" or to fail to meet any applicable requirement of section 149 of the Code. The Mayor and/or the City Administrator, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such tax certificate as shall be necessary to establish that the tax-exempt bonds are not and will not become "private activity bonds," that all applicable requirements of section 149 of the Code are and will be met, and that the covenant of the City contained in this section 13.15.130.B.2 will be complied with.

3. The City covenants and certifies to and for the benefit of the bondholders that: (i) the City will at all times comply with the provisions of any tax certificate; (ii) the City will at all times comply with the rebate requirements contained in section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of tax-exempt bonds and ending 15 days following the date of delivery of and payment for a series of tax-exempt bonds.

The city hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or tax certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the tax-exempt bonds from gross income of the bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the tax-exempt bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the tax-exempt bonds from gross income of the bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the tax-exempt bonds.

C. *Modification of tax covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the tax-exempt bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel that such modification or elimination will not adversely affect the tax exemption of interest on any tax-exempt bonds.

(Ord. No. 1247, § 13, 3-27-2023)

3.15.140 Issuance of parity bonds.

The City may issue parity bonds to provide funds for any purpose relating to the wastewater system, but only if:

A. No event of default under this chapter or any series ordinance has occurred and is continuing;

B. At the time of the issuance of the parity bonds there is no deficiency in the debt service account and all required deposits to all subaccounts in the reserve account have been made;

C. There shall have been filed with the City either:

1. A certificate of the City Administrator or the City Treasurer stating that Net Revenues (adjusted as provided in Section 3.15.140.D) for the base period were not less than 125 percent of maximum annual debt service on all then outstanding bonds, calculated as of the date the parity bonds are issued and with the proposed parity bonds treated as outstanding; or

2. A certificate or opinion of a qualified consultant:

a. Stating the amount of the adjusted net revenues for each of the five fiscal years after the last fiscal year for which interest on the parity bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five fiscal years after the proposed parity bonds are issued; and

b. Concluding the respective amounts of adjusted net revenues in each of the first four fiscal years described in section 3.15.140.C.2.a are at least equal to 125 percent of the annual bond debt service for each of those respective fiscal years on all outstanding bonds, with the proposed parity bonds treated as outstanding; and

c. Concluding the amount of adjusted net revenues in the fifth fiscal year described in section 3.15.140C.2.a is at least equal to 125 percent of the maximum annual debt service, calculated for the period beginning with that fifth fiscal year on all then outstanding bonds, with the proposed parity bonds treated as outstanding.

D. The City may adjust net revenues for purposes of section 3.15.140.C.1 by adding any net revenues the City Administrator or the City Treasurer calculates the City would have had during the base period because of increases in Wastewater system rates, fees and charges which have been adopted by the City and are in effect on or before the date the parity bonds are issued. The City shall adjust net revenues for the base period by eliminating the effect of any withdrawals from or deposits to the stabilization account.

E. The qualified consultant shall calculate adjusted net revenues for purposes of section 3.15.140.C.2 as provided in this section 3.15.140.E:

1. The City shall provide the qualified consultant with the following information:

a. The base period, the net revenues for the base period and the amounts of any withdrawals from or deposits to the stabilization account for fiscal years that are included in the base period;

b. Information regarding any wastewater system utility properties that are being acquired with parity bonds and that have an earnings record;

c. Any changes in rates and charges which have been adopted by the City since the beginning of the base period and the dates on which they are scheduled to take effect;

d. Any changes in customers since the beginning of the base period; and

e. A description of any extensions or additions to the wastewater system that were in the process of construction at the beginning of the base period or commenced construction after the beginning of the base period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the revenues or operation and maintenance expenses

that the City reasonably expects to result from the completion and operation of those extensions or additions.

2. Using the information provided by the City pursuant to section 3.15.140.E.1 and any additional information the qualified consultant determines is necessary, the qualified consultant shall adjust the net revenues for the base period to eliminate the effect of any withdrawals from or deposits to the stabilization account in the manner described in section 3.15.140.D and may adjust the net revenues for the base period:

a. To reflect any changes that the qualified consultant projects will result from the acquisition of wastewater system utility properties that are being financed with the parity bonds and that have an earnings record;

b. To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in section 3.15.140.C.2.a, or which increase rates and charges for inflation at a level which the qualified consultant determines is reasonable;

c. To reflect any changes in customers of the wastewater system that occurred after the beginning of the base period and prior to the date of the qualified consultant's certificate; and

d. To reflect any changes to net revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the wastewater system that were under construction at the beginning of the base period or commenced construction after the beginning of the base period.

F. The City may issue refunding bonds to refund outstanding bonds without complying with section 3.15.140.A through E above if the refunded bonds are legally defeased on the date of delivery of the refunding bonds and if the annual bond debt service on the refunding bonds does not exceed the annual bond debt service on the refunded bonds in any fiscal year by more than five percent.

G. Bonds shall be treated as "legally defeased" for purposes of section 3.15.140.F if they are defeased as provided in section 3.15.190.

H. All parity bonds issued in accordance with this Section 3.15.140 shall have a lien on the net revenues which is equal to the lien of all other outstanding bonds.

(Ord. No. 1247, § 14, 3-27-2023)

3.15.150 Interest subsidy bonds.

The amounts assumed to be paid on interest subsidy bonds shall be calculated as follows:

A. When calculating annual debt service for the rate covenant in section 3.15.120.A, the City shall subtract from interest to be paid on interest subsidy bonds the federal interest subsidies on interest subsidy bonds that the city reasonably expects, at the beginning of the fiscal year, to receive during that fiscal year.

B. When calculating annual debt service and maximum annual debt service for the tests for issuing parity bonds in section 3.15.140, the City shall subtract from the scheduled payments of interest on interest subsidy bonds the amount of federal interest subsidies that the City reasonably expects, at the time the parity bonds are issued, to receive.

C. When calculating the amount of principal, interest and premium, if any, required to be paid in any fiscal year on a series of interest subsidy bonds to determine the tax maximum for interest subsidy

bonds that are secured by a subaccount in the bond reserve account, the City shall subtract from the scheduled payments of interest on interest subsidy bonds the federal interest subsidies that the City reasonably expects, at the time the series of interest subsidy bonds is issued, to be paid to the City for the series of interest subsidy bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the bond reserve account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the bond reserve account because bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the bond reserve account.

(Ord. No. 1247, § 15, 3-27-2023)

3.15.160 Estimated debt service requirements for balloon payments.

The estimated debt service requirement for balloon payments shall be calculated in accordance with this section 3.15.160.

A. *For the rate covenants.* For each balloon payment that is outstanding on August 1 of any fiscal year, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds that balloon payment in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee, shall prepare that schedule as of that first day of August, and that schedule shall be used to determine compliance with the rate covenant in section 3.15.120.A for the following fiscal year.

B. *For parity bonds.* Whenever a balloon payment will be outstanding on the date a series of parity bonds is issued, the City Administrator, City Treasurer, or their designee, shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds each outstanding balloon payment in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the parity bonds are sold, and that schedule shall be used to determine compliance with the tests for parity bonds in section 3.15.140.

C. *For the reserve account requirement.* If a reserve account requirement applies to a series of bonds, whenever such series of bonds contains a balloon payment, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical series of refunding bonds that refunds each balloon payment in that series in accordance with section 3.15.160.D. The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the series is sold, and that schedule shall be used to determine the reserve requirement as long as that series is outstanding.

D. Each hypothetical series of refunding bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the balloon payment over the term selected by the City Administrator, City Treasurer, or their designee; however, the City Administrator, City Treasurer, or their designee shall not select a term that exceeds the lesser of: 30 years from the date the balloon payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the balloon payment. The annual installments shall be assumed to be due on the anniversaries of the date the balloon payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the balloon payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the bond buyer revenue bond index (or if the bond buyer revenue bond index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term

determined as described above. When the City prepares a schedule described in section 3.15.160.A, section 3.15.160.B, or section 3.15.160.C, the City shall use the index that is available to the City on the date the City is required to prepare that schedule.

(Ord. No. 1247, § 16, 3-27-2023)

3.15.170 Form of bonds.

The bonds issued hereunder shall be in substantially the form provided in each series ordinance for such bonds.

(Ord. No. 1247, § 17, 3-27-2023)

3.15.180 Execution of bonds.

The bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Treasurer, with both signatures attested by the manual or facsimile signature of the Clerk.

Only such bonds as shall bear thereon a certificate of authentication in the forms set forth in the respective series ordinances, manually executed by the bond registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this chapter. Such certificate of authentication shall be conclusive evidence that the bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this chapter.

In case either of the officers who shall have executed the bonds shall cease to be an officer or officers of the City before the bonds so signed shall have been authenticated or delivered by the bond registrar pursuant to the series ordinance, or issued by the City, such bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such bonds had not ceased to be such officers.

(Ord. No. 1247, § 18, 3-27-2023)

3.15.190 Defeasance.

In the event that money and/or "governmental obligations" (as now or hereinafter defined in Idaho Code, section 57-504 or comparable statute then in effect) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any bonds payable out of the bond fund in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption and retirement, then no further payments need be made into the bond fund for the payment of the principal of and interest on such bonds and the owner of such bonds shall cease to be entitled to any lien, benefit or security of this chapter except the right to receive the funds so set aside and pledged, and such bonds shall be deemed not to be outstanding hereunder. prior to such bonds being deemed defeased, the City shall file with the escrow agent (i) a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the government obligations are calculated to be sufficient, without further reinvestment, to pay the defeased bonds when due; and (ii) an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on any defeased tax-exempt bonds to be includable in gross income under the Code.

The City will cause the bond registrar appointed for the bonds being defeased to provide notice of defeasance of bonds to registered owners of bonds being defeased and to each party entitled to receive notice under this chapter.

(Ord. No. 1247, § 19, 3-27-2023)

3.15.200 Lost or destroyed bonds.

In case any bonds shall be lost, stolen or destroyed, the Bond registrar for such lost, stolen or destroyed bonds may authenticate and deliver a new bond or bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of such bond registrar and the City in connection therewith and upon his filing with such bond registrar and the city evidence satisfactory to both that such bond or bonds were actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing such bond registrar and the City with indemnity to their satisfaction.

(Ord. No. 1247, § 20, 3-27-2023)

3.15.210 Events of default.

Each of the following events is hereby declared to be an "event of default" under this chapter:

A. *Non-payment of principal, premium or reserve deposit.* Payment of the principal of the bonds, or any required reserve account deposit, is not made when the same becomes due and payable;

B. *Non-payment of interest.* Payment of any installment of interest on the bonds is not made when the same becomes due and payable.

C. *Incapable to perform.* The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.

D. *Non-performance of duties.* The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the revenues, to the wastewater system, or to all or any combination thereof, or otherwise, including, without limitation, this chapter, and such failure shall continue for 60 days after receipt of notice from the registered owners of at least a majority in principal amount of the bonds, then outstanding.

E. *Failure to reconstruct.* The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the wastewater system which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).

F. *Appointment of receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the wastewater system or for the revenues and any other monies subject to the lien to secure the payment of the bonds, or both such wastewater system and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within 60 days after entry.

G. *Default of any provisions.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the bonds authorized or referred to in this chapter on its part to be performed, and if such default continues for 60 days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the registered owners of at least a majority in principal amount of the bonds then outstanding.

H. *Remedies.* If an event of default occurs, any registered owner may exercise any remedy available at law or in equity including mandamus, where applicable. However, the bonds shall not be subject to acceleration.

(Ord. No. 1247, § 21, 3-27-2023)

3.15.220 Application of funds and moneys in event of default.

The City covenants that if an event of default shall happen and shall not have been remedied, the City, upon written demand of the registered owners of at least a majority of the principal amount of the bonds then outstanding, shall pay over or cause to be paid over to a commercial bank or other financial institution with a reported capital and surplus in excess of $50,000,000.00 appointed by such registered owners as trustee for the benefit of the registered owners (the "trustee"), (i) forthwith, all moneys, securities and funds then held by the City in any fund under this chapter, and (ii) all net revenues as promptly as practicable after receipt thereof.

During the continuance of an event of default, the trustee shall apply all moneys, securities, funds and net revenues received by the trustee pursuant to any right given or action taken under the provisions of this chapter and any series ordinance as follows and in the following order:

A. *Compensation and expenses of trustee.* To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the trustee;

B. *Operating costs.* To the payment of the amounts required for reasonable and necessary operation and maintenance expenses as necessary, in the judgment of the trustee, to prevent deterioration of the wastewater system or loss of net revenues therefrom. For this purpose, the books or records and accounts of the City relating to the wastewater system shall at all times be subject to the inspection of the trustee and its representatives and agents during the continuance of such event of default;

C. *Principal or redemption price and interest.* To the payment of the interest and principal or redemption price then due on bonds as follows:

1. *First.* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

2. *Second.* To the payment of the persons entitled thereto of the unpaid principal or redemption price of the bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.

3. If and whenever all overdue installments of interest on the bonds, together with the reasonably and proper charges, expenses and liabilities of the trustee, and all other sums payable by the city under this chapter, including the principal and redemption price of and accrued unpaid interest on the bonds then payable by declaration or otherwise, shall either be paid by the trustee for the account of the city, or provision satisfactory to the trustee shall be made for such payment, and all events of default under the ordinance shall be made good or secured to the satisfaction of the trustee or provision deemed by the trustee to be adequate shall be made therefor, the city shall be restored to its former positions and rights under this chapter. No such restoration of the City in its former positions and rights shall extend to or affect any subsequent events of default under this chapter or impair any right consequent thereon.

(Ord. No. 1247, § 22, 3-27-2023)

3.15.230 Amendments.

A. The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this chapter, for any one or more or all of the following purposes:

1. To add to the covenants and agreements of the City in this chapter, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the registered owners of the outstanding parity bonds issued hereunder, or to surrender any right or power herein reserved.

2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this chapter, or any series ordinance authorizing bonds in regard to matters or questions arising under such ordinances as the council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the registered owners of the outstanding bonds.

Any such series ordinance may be adopted without the consent of the owners of any bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

B. With the consent of the owners of not less than 51 percent in aggregate principal amount of the bonds at the time outstanding, the council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this chapter or of any series ordinance; provided, however, that no such series ordinance shall:

1. Extend the fixed maturity of any bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the registered owner of each bond so affected; or

2. Reduce the aforesaid percentage of bond owners required to approve any such series ordinance, without the consent of the owners of all the bonds then outstanding.

It shall not be necessary for the consent of bond owners under this subsection (b) to approve the particular form of any proposed series ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any series ordinance pursuant to the provisions of this section, this chapter shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the city under this chapter and all owners of bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such series ordinance shall be deemed to be part of the terms and conditions of this chapter for any and all purposes.

D. Bonds executed and delivered after the execution of any series ordinance passed pursuant to the provisions of this section may have a notation as to any matter provided for in such series ordinance, and if such series ordinance shall so provide, new bonds so modified as to conform, in the opinion of the council, to any modification of this chapter contained in any such series ordinance, may be prepared and delivered without cost to the owners of any affected bonds then outstanding, upon surrender for cancellation of such bonds in equal aggregate principal amounts.

E. Exclusion of Bonds Owned by City. Bonds owned or held by or for the account of the City shall not be deemed outstanding for the purpose of any vote or consent or other action or any calculation of outstanding bonds in this chapter provided for and shall not be entitled to vote or consent or take any other action in this chapter provided for.

~~F. Bonds held by securities repositories. For so long as the bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "registered owner" of the bonds and communications with (and obtaining consents from) beneficial owners shall be made in accordance with the operational procedures of the securities depository that is the "registered owner" of the bonds.~~

~~(Ord. No. 1247, § 23, 3-27-2023)~~

TITLE 4
COMMISSIONS AND BOARDS

~~CHAPTER 4.04 COMMUNITY HOUSING COMMISSION~~

Commented [LE1]: Delete. BCHA is its own entity and governed by housing authority statutes.

~~4.04.010 Definitions.~~

~~As used in this chapter, the following words shall be interpreted and defined in accordance with the provisions set forth in this section:~~

~~City: The City of Ketchum, Idaho.~~

~~Commission: The City of Ketchum Community Housing Commission.~~

~~Council: The City Council of the City of Ketchum.~~

~~Members: The members of the City of Ketchum Community Housing Commission.~~

~~(Ord. 684 § 1, 1996)~~

~~4.04.020 Creation of the Commission.~~

~~There is created a Community Housing Commission for the City of Ketchum, Idaho, pursuant to Idaho Code section 50-210.~~

~~A. The Commission shall consist of seven members, each of whom shall be appointed by the Mayor and confirmed by the majority vote of the City Council.~~

~~B. Each member shall reside in Blaine County, Idaho. At least four members of the Commission shall be residents of the City of Ketchum, Idaho, and not more than three members of the Commission may reside outside the City limits.~~

~~C. The seven Commission members who are first appointed shall be designated to serve the following terms: two members shall be designated for terms of one year, two members shall be designated for terms of two years, and three members shall be designated for terms of three years. After appointment of the first Commission members in staggered terms, the terms of office shall be for three years. All vacancies, including those occurring from expiration of terms, shall be filled in the same manner as used for the original appointment. The terms of office shall be staggered so that no more than three vacancies occur within one year. All vacancies shall be filled for the unexpired term.~~

~~D. No Commission member may be an officer or employee of the City.~~

~~E. A Commission member shall hold office until his or her successor has been appointed and confirmed by the Council.~~

~~F. Commission members may be removed by a majority vote of the City Council. Commission members shall be selected without respect to political affiliation, and shall serve with compensation at the discretion of the Council.~~

G. All Commission members shall be subject to and comply with the terms of the State of Idaho conflict of interest and ethics in government laws.

(Ord. 684 § 2, 1996; Ord. 686 § 1, 1996; Ord. 689 § 1, 1996; Ord. 704 § 1, 1997)

4.04.030 Rules, organization and meetings.

A. The Commission shall elect its own chairperson and create and fill such other offices, subcommittees, advisory committees and neighborhood groups as it may determine necessary for the proper conduct of the affairs and business of the Commission.

B. Meetings of the Commission shall be held when duly called by the chairperson by written or oral notice. At least one regular meeting shall be held each month for not less than nine months in a year. Additional meetings shall be scheduled as necessary.

C. All members shall have voting rights, and a majority of voting members shall constitute a quorum. All meetings and work sessions at which there is a quorum shall be open to the public and shall comply with the state of Idaho open meeting laws.

D. Written rules or bylaws consistent with this chapter and the laws of the State of Idaho shall be adopted for the transaction of business of the Commission.

E. Written records of meetings, hearings, resolutions, findings, studies, recommendations and actions of the Commission shall be maintained and available to the public during regular business hours at Ketchum City Hall.

(Ord. 684 § 3, 1996)

4.04.040 Duties of the Commission.

The Commission shall hold public meetings, hearings, or work sessions, or use other means to obtain input regarding solutions to affordable housing issues within the City and countywide as those issues affect the City. The Commission has been established to make specific recommendations to the City Council on ways to make long term housing available for full time working City residents who cannot afford current housing costs. Specifically, the Commission will:

A. Assess housing needs of the community;

B. Make recommendations on a structure for meeting housing needs;

C. Identify land appropriate for acquisition that is suitable to be developed as housing;

D. Recommend a process to develop such properties for housing;

E. Recommend a process to administrate such housing once developed; and

F. Propose criteria and a selection process for potential buyers or renters of these housing projects.

(Ord. 684 § 4, 1996)

4.04.050 Employees and expenditures.

Any expenditures of the Commission shall be within the amounts appropriated and authorized by the Council prior to such expenditure. Paid staff positions may be created only at the discretion of the Council and shall be filled in accordance with regular City hiring procedures.

~~(Ord. 684 § 5, 1996)~~

CHAPTER 4.08 HISTORIC~~AL~~ PRESERVATION COMMISSION

4.08.010 Purpose.

The purpose of this chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission.

(Ord. 511 § 1, 1989; Ord. No. 1231, § 1, 1-3-2022)

~~4.08.020 Definitions.~~

Commented [LE2]: Definitions not necessary throughout this chapter

~~The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:~~

~~*City* means The City of Ketchum, Idaho.~~

~~*Historic building/site list* means the list of buildings and sites deem to be historically significant as adopted by resolution by the HPC.~~

~~*Historic preservation* means the research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of this state, its communities or the nation.~~

~~*Historic property* means any building, structure, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.~~

~~*HPC* means the Historic Preservation Commission of the City of Ketchum, Idaho.~~

~~(Ord. 511 § 2, 1989; Ord. No. 1231, § 1, 1-3-2022)~~

4.08.030 Created; appointments.

A. There is created an HPC which shall consist of five members comprised of a maximum of three and a minimum of one member of the Planning and Zoning Commission and a maximum of four and a minimum of two members of the community who shall be appointed by the Mayor with the advice and consent of the Council.

B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.

C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.

D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

(Ord. 511 § 3, 1989; Ord. 512 § 1, 1989; Ord. 978 § 1, 2006; Ord. No. 1231, § 1, 1-3-2022)

4.08.040 Organization, officers, rules, meetings.

A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the HPC shall be available for public inspection.

B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.

C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.

D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

(Ord. 511 § 4, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.050 Powers, duties and responsibilities.

The HPC shall be advisory to the Council and shall be authorized to:

A. Conduct a survey of local historic properties;

B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;

C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;

D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;

E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;

F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;

G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;

H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;

I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;

J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;

K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;

L. Establish and maintain the Historic Building/Site list;

M. Review and make decisions on Demolition and Alteration applications.

(Ord. 511 § 5, 1989; Ord. No. 1231, § 1, 1-3-2022)

~~4.08.060 Special restrictions.~~

~~Under the provisions of Idaho Code section 67-461257-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions or restrictions for the protection, enhancement and preservation of historic properties.~~

(Ord. 511 § 6, 1989; Ord. No. 1231, § 1, 1-3-2022)

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CHAPTER 4.12 PLANNING AND ZONING COMMISSION

4.12.010 Purpose.

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The purpose of this chapter is to establish the Planning and Zoning Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 65, and to define its composition, duties, and responsibilities. The Commission is created to promote the orderly development of the City; to implement the goals and policies of the Comprehensive Plan; to review and make recommendations on land use, zoning, and subdivision matters; and to advise the Mayor and City Council on issues affecting the growth, development, and general welfare of the community.

~~4.12.010 Definitions.~~

~~As used in this chapter, the following definitions shall apply:~~

~~Appointive members: All members appointed to the Commission by the Mayor and confirmed by a majority vote of the City Council, pursuant to Idaho Code section 67-6504.~~

~~Commission: The City of Ketchum Planning and Zoning Commission created by this chapter.~~

~~Governing board: The Mayor and City Council of the City of Ketchum, Idaho.~~

~~(Ord. 1130, 2015)~~

4.12.020 Creation of the Commission.

A Planning and Zoning Commission for the City of Ketchum, Idaho, is ~~hereby~~ created pursuant to Idaho Code section 67-6504. The appointment of members, filling vacancies, residency, length of service and removal for cause shall conform to requirements contained in Idaho Code section 67-6504~~(a)~~ as may be amended from time to time, ~~unless more restrictive requirements are established in bylaws of the Commission adopted by resolution of the City Council~~.

(Ord. 1130, 2015)

4.12.030 Establish number of members.

The number of members to be appointed to the Commission shall be five~~, pursuant to Idaho Code section 67-6504(a) that provides for not less than three members and not more than 12 members~~.

(Ord. 1130, 2015)

4.12.040 Establish term of office.

The term of ~~office~~a commissioner shall be three years, pursuant to Idaho Code section 67-6504(a) that provides for not less than three years and not more than six years.

(Ord. 1130, 2015)

~~4.12.050 Compliance with Idaho Code.~~

~~The bylaws of the Planning and Zoning Commission setting forth organization, rules, records, meetings, expenditures, and staff shall comply with Idaho Code section 67-6504, as may be amended from time to time.~~

~~(Ord. 1130, 2015)~~

Commented [LE5]: DELETE - Obviously must comply with Idaho law.

CHAPTER 4.16 ARTS COMMISSION

4.16.010 Purpose.

It is the purpose of this chapter and the policy of the City to recognize the value of art in public places, in order to beautify public areas, to enhance the quality of life for Ketchum citizens, to attract tourism, to enhance art education and celebration of cultural heritage, and to provide incentives to businesses to locate within the City, thus expanding Ketchum's economic base.

(Ord. 1168, 2017)

~~4.16.020 Definitions.~~

~~In construing the provisions of this chapter, the following definitions shall apply:~~

~~Public art: Art in any media (temporary, long term, visual, performing, time based, etc.) that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.~~

~~(Ord. 1168, 2017)~~

4.16.030 General requirements.

A. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Public art may also be located on any publicly owned property or on publicly accessible private property upon formal written agreement with the private entity.

B. Any public art chosen shall be located in a public place with public accessibility and impact, and further shall comply with any addition to any guidelines established by Council upon recommendation of the Ketchum Arts Commission.

C. Nothing contained herein shall preclude funding City public art by matching monies, donations, or other means.

(Ord. 1168, 2017)

4.16.040 Administrative responsibilities.

A. The City designates the Ketchum Arts Commission~~,~~ to be responsible for the location and selection of all public art in the City. The Ketchum Arts Commission ~~shall~~ will make recommendations and ~~shall~~ seek input and advice from relevant City departments prior to public art installation. ~~It shall~~The Ketchum Arts Commission will also advise relevant City departments regarding the maintenance, repair, ~~or~~and other conservation of public art.

B. Public art selected shall be consistent with the City's comprehensive plan, zoning and subdivision ordinances, and land uses contemplated therein.

C. The Ketchum Arts Commission ~~shall~~ willl work with the City regarding the public art selected for installation in coordination with projects contained in the capital improvement program and selection of artists for public art projects.

D. The Ketchum Arts Commission shall make reports from time to time as requested by the Mayor and/or the Council.

(Ord. 1168, 2017)

4.16.050 Source of funds.

Funds to support the Arts Commission may include, but are not limited to, general funds, percent for arts funds, Ketchum Urban Renewal Agency funds, grants, donations, and funding from other organizations and agencies.

(Ord. 1168, 2017)

4.16.060 Establishment, composition and terms.

The Commission will~~shall~~ consist of no more than nine members who shall receive no salary. The Mayor and Commission Chair will work together to discuss new members for appointment. Members shall be appointed by the Mayor and confirmed by the City Council, and any member may, in a like manner, be removed.

A. The Commission shall adopt bylaws for the management and operation of meetings.

B. In addition to the nine members, the executive director of the Ketchum Community Development Corporation (KCDC) will serve as a nonvoting member of the Commission.

C. The term of office for each of the members shall be three years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment will be allowable after a one year waiting period.

(Ord. 1168, 2017)

4.16.070 Duties and responsibilities.

The duties and responsibilities of the Arts Commission shall be as follows:

A. Stimulate awareness and appreciation of the importance of the arts in the broadest possible manner including, but not limited to, the review and incorporation of public art with existing and new construction (both public and private), support of visual, performing and literary arts (individuals, organizations, businesses), and both a general promotion of the arts and arts education.

B. Encourage the preservation and growth of the City's art resources, foster the development of a receptive climate for the arts, and promote opportunities for Ketchum residents to participate in artistic activities.

C. Provide information, encouragement, and general assistance to Ketchum's cultural organizations and artists.

D. Promote the development of Ketchum artists, institutions and community organizations sponsoring arts activities.

E. Assess the needs of the arts and of the people of Ketchum and make such information available to the Mayor and City Council and all interested agencies and persons.

F. Review and provide recommendations and advice to the Mayor and City Council on all proposed arts related projects, events, grants, general disbursement of funds or provision of services to artists, nonprofit or for profit arts institutions or organizations.

G. Encourage and provide direction to coordinate, partner or benefit from the arts activities or opportunities provided by other governmental agencies.

H. Seek and encourage financial support, including grants, loans and guarantees for Ketchum Arts Commission projects subject to approval by the City Council and Mayor.

(Ord. 1168, 2017)

CHAPTER 4.30 URBAN RENEWAL AGENCY

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4.30.010 Purpose.

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The purpose of this chapter is to establish the Ketchum Urban Renewal Agency (KURA), an independent agency formed by the City of Ketchum in 2006, to focus on downtown revitalization, community housing, and public and private investments. The KURA operates under its own budget, bylaws, and Board of Commissioners, implementing projects identified in the Ketchum Urban Renewal Plan adopted by the City Council. Ketchum Urban Renewal Agency.

4.30.020 Establishment and Composition.

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The Ketchum Urban Renewal Agency is established as an independent agency of the City of Ketchum. The Agency shall be governed by a Board of Commissioners consisting of seven members: two members of the Ketchum City Council and five additional members from the community. The members shall be appointed by the Mayor and confirmed by the City Council. Ketchum Urban Renewal Agency.

4.30.030 Powers and Duties.

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The KURA shall have the authority to:

1. Implement the projects identified in the Ketchum Urban Renewal Plan.
2. Utilize tax increment financing to fund urban renewal projects.

3. Acquire, improve, and dispose of property within the Revenue Allocation Area.

4. Enter into contracts and agreements necessary to carry out urban renewal projects.

5. Issue bonds or other obligations to finance urban renewal activities.

6. Perform all other activities authorized under Idaho Code Title 50, Chapter 20.

4.30.040 Administrative Responsibilities.

The City designates the Ketchum Urban Renewal Agency as responsible for the administration and implementation of urban renewal projects within the City. The KURA shall coordinate with relevant City departments and officials to ensure alignment with the City's comprehensive plan and zoning ordinances.

4.30.050 Funding Sources.

The KURA may utilize various funding sources to support its activities, including but not limited to:

1. Tax increment financing derived from the Revenue Allocation Area.

2. Grants and loans from federal, state, or local agencies.

3. Private investments and partnerships.

4. Donations and other contributions.

4.30.060 Reporting and Oversight.

The KURA shall provide annual reports to the City Council detailing its activities, financial status, and progress on urban renewal projects. The City Council shall have oversight authority to ensure that the KURA's activities align with the City's goals and objectives.

CHAPTER 4.40 KETCHUM SUSTAINABILITY ADVISORY COMMITTEE

4.40.010 Purpose.

The purpose of this chapter is to define the composition, duties, and responsibilities of the City of Ketchum Sustainability Advisory Committee (KSAC).

4.40.020 Created; appointments.

4.40.030 Organization, officers, rules, meetings.

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4.40.040 Powers, duties, and responsibilities.

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TITLE 1
GENERAL PROVISIONS

CHAPTER 1.04 GENERAL CODE PROVISIONS

1.04.010 Definitions.

The following words and phrases, whenever used in the ordinances of the City, shall be construed as defined in this section unless, from the context, a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Alley: A minor improved or unimproved public way providing secondary and/or service access to the back or the side of a property otherwise abutting a street.

City: The City of Ketchum, the area within the territorial limits of the City, and such territory outside the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

Council: The City Council of the City of Ketchum. "All its members" or "all Council Members" means the total number of Council Members holding office.

County: The County of Blaine.

Law: Denotes applicable federal law, the constitution and statutes of the State of Idaho, the ordinances of the City, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May: Is permissive.

Month: A calendar month.

Must and shall: Are each mandatory.

Oath: Includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases, the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed".

Owner: Applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

Person: Means and includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Personal property: Means and includes money, goods, chattels, things in action and evidences of debt.

Preceding and following: Next before and next after, respectively.

Property: Means and includes real and personal property.

Real property: Means and includes lands, tenements and hereditaments.

Sidewalk: That portion of a street or private property developed with a hard surface walkway for the use of pedestrians.

State: The State of Idaho.

Street: A public or private right-of-way, which provides vehicular or pedestrian access to more than four dwelling units. "Street" also includes the terms "highway", "boulevard", "parkway", "thoroughfare", "road", "avenue", "lane", "place" and all such terms except "driveway".

Tenant and occupant: Applied to a building or land, mean and include any person who occupies the whole or a part of such building or land, whether alone or with others.

Written: Means and includes printed, typewritten, mimeographed, multigraphed, or otherwise reproduced in permanent visible form.

Year: A calendar year.

(Ord. 778 § 1, 1999)

1.04.020 Interpretation of language.

All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 778 § 2, 1999)

1.04.030 Grammatical interpretation.

The following grammatical rules shall apply in the ordinances of the City unless it is apparent from the context that a different construction is intended:

A. *Gender.* Each gender includes the masculine, feminine and neuter genders.

B. *Singular and plural.* The singular number includes the plural, and the plural includes the singular.

C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

(Ord. 778 § 3, 1999)

1.04.040 Acts by agents.

When an act is required by an ordinance, the same being such that it may be done as well by an agent as by the principal, such requirement shall be construed to include all such acts performed by an authorized agent.

(Ord. 778 § 4, 1999)

1.04.050 Prohibited acts include causing and permitting.

Whenever in the ordinances of the City any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

(Ord. 778 § 5, 1999)

1.04.060 Computation of time.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday, in which case, the period runs until the end of the next day which is neither Saturday, Sunday nor legal holiday.

(Ord. 778 § 6, 1999)

1.04.070 Construction.

The provisions of the ordinances of the City, and all proceedings under them, are to be construed with a view to effect their objects and to promote justice.

(Ord. 778 § 7, 1999)

1.04.080 Repeal shall not revive any ordinances.

The repeal of an ordinance shall not repeal the repealing clause of an ordinance or revive any ordinance.

(Ord. 778 § 8, 1999)

1.04.090 Saving and severability clause.

It is declared to be the legislative intent that the provisions and parts of this code shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this code.

(Ord. 778 § 9, 1999)

CHAPTER 1.08 CORPORATE SEAL

1.08.010 Description of corporate seal.

The corporate seal of the City of Ketchum, Idaho, shall be circular in form approximately two inches in diameter, more or less, with an inner and outer circle, the inner circle to be approximately one-fourth-inch less in diameter than the outer circle. The seal shall bear in the space between the inner and outer circles substantially the following: "City of Ketchum, Blaine County, Idaho", and upon the space within the inner circle the word "Seal".

(Ord. 22 § 1, 1956; Ord. 781 § 1, 1999)

1.08.020 Adoption.

The corporate seal, the impression of which is described in section 1.08.010 of this chapter, is adopted and declared to be the official seal of the City of Ketchum, Blaine County, Idaho.

(Ord. 22 § 2, 1956; 2000 Code)

CHAPTER 1.20 OFFICIAL NEWSPAPER

1.20.010 Designated.

A. This chapter is adopted to designate the official newspaper for the City of Ketchum, Idaho, as required by Idaho Code section 50-213.

B. The "Idaho Mountain Express", as a newspaper which meets the requirements of Idaho Code section 60-106 et seq., shall be and the same is designated as the official newspaper for the City of Ketchum, Idaho.

(Ord. 475 §§ 1, 2, 1988)

CHAPTER 1.32 RIGHT OF ENTRY

1.32.010 Entry to any building or premises.

Whenever any officer or employee of the City is authorized to enter any building or premises for the purpose of making an inspection to enforce any ordinance, the officer or employee may enter such building or premise at all reasonable times to inspect the same pursuant to section 1.32.020 of this chapter, except in emergency situations, or when consent of the person having charge or control of such building or premises has been otherwise obtained.

(Ord. 780 § 1, 1999)

1.32.020 Presentation of proper credentials.

If the building or premises to be inspected is occupied, the authorized officer or employee shall first present proper credentials and demand entry. If such building or premises is unoccupied, the officer or employee shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and demand entry. If consent to such entry is not given, the authorized officer or employee shall have recourse to every remedy provided by law to secure entry.

(Ord. 780 § 2, 1999)

1.32.030 Controlling over other ordinances.

This chapter shall be controlling over any other ordinance or part of an ordinance on the same subject, whether heretofore or hereafter adopted, unless such ordinance or part of an ordinance provides differently by an express reference to this chapter. Notwithstanding any other ordinance of the City, it shall not be a violation of this chapter to refuse or fail to consent to an entry for inspection.

(Ord. 780 § 3, 1999)

CHAPTER 1.36 GENERAL PENALTY

1.36.010 General penalty.

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the City shall be guilty of an infraction unless the violation is made a misdemeanor by ordinance.

(Ord. 779 § 1, 1999)

1.36.020 Penalties, Fines and Fees.

Unless otherwise specified in this code, all penalties, fines, and administrative fees shall be established by resolution of the City Council. The current schedule of such fees and penalties is contained in the City's adopted fee resolution, as amended from time to time.

TITLE 2
ADMINISTRATION AND PERSONNEL

CHAPTER 2.01 MAYOR AND CITY COUNCIL

2.01.010 Mayor.

The Mayor, as the City's Chief Executive Officer, shall:

1. Provide leadership in implementing the City's mission, ensuring the faithful execution of laws, ordinances, and policies, and advancing community values and quality of life.
2. Recommend policies, programs, and legislation to the City Council, and exercise any statutory or charter authority, including the power to approve or veto ordinances as provided by law.
3. Represent the City in intergovernmental, community, and public affairs, and serve as the primary spokesperson for City government.
4. And as other specific duties as outlined in State law.

2.01.020 City Council.

The City Council, consisting of 4 members in non-designated seat, as the legislative body of the City, shall:

1. Establish policies, adopt ordinances and resolutions, approve the annual budget, and provide for the prudent use of City resources to advance the community's values and quality of life.
2. Represent the interests of residents by setting strategic goals, reviewing and evaluating City programs and services, and ensuring accountability in municipal operations.
3. Act collectively to direct the City's affairs, working with the Mayor and staff to implement policies and programs in compliance with applicable laws.
4. And as other specific duties as outlined in State law.

2.01.030 City Council Meetings.

1. *Parliamentary Procedures:* City Council meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, as a guide for orderly procedure, except where superseded by state law, City code, or adopted Council rules, following the basic principles:
    a. Agenda Items – Eash meeting shall have the following components:
        1) Consent calendar
        2) Public hearings
        3) New business
        4) Executive session

b. **Orderly Conduct** – Only one person speaks at a time; remarks are addressed to the presiding officer.

c. **Motions** – A proposal for Council action; requires a second before debate.

d. **Debate** – Members may discuss the motion, with the presiding officer ensuring fair opportunity for all to speak.

e. **Voting** – Actions are decided by majority vote unless otherwise required by law.

f. **Records** – All actions taken are recorded in the official minutes.

2. *Quorum:* Pursuant to Idaho Code § 50-705, a quorum shall consist of a majority of the duly elected members of the Council; the minimum number of City Council members who must be present to conduct official business. No ordinance, resolution, or motion shall be passed without the concurrence of at least a majority of the full Council. No action may be taken without a quorum present, except to adjourn or recess a meeting.3. *Regular Meetings*: The regular meetings of the City Council of the City of Ketchum, Idaho, shall be held on the first and third Mondays of each month at the hour of 4:00 p.m. in Ketchum City Hall,. Council shall adopt an resolution annually designating meeting dates and times, which will be posted on the city website

(Ord. 739 § 1, 1999; Ord. 870 § 1, 2001)

4. *Special Meetings*: Special meetings of the City Council may be called at any time by the Mayor alone or by a majority of members of the Council. The call for all special meetings shall state the object and purposes of such meetings, and no other business shall be transacted at such meetings.

2.01.070 Reconsideration and Appeals.

1. Reconsideration

   a. Any applicant or affected person seeking judicial review of the City Council's final decision must first file a written request for reconsideration with the City Council within fourteen (14) days of the decision, specifying the deficiencies in the decision for which reconsideration is sought.

   b. The Council may reconsider only on one or more of the following grounds:

      1) Clerical error,

      2) Fraud or mistake,

      3) New evidence or changed circumstances,

      4) Procedural error,

      5) A tie vote in the initial decision, or

      6) Violation of substantive law.

c. At its next regular meeting, the Council shall consider whether to grant reconsideration. If granted, a hearing limited to the specified deficiencies shall be scheduled and conducted in accordance with public notice requirements.

d. Within sixty (60) days following receipt of the request, the Council shall issue a written decision to affirm, reverse, or modify, in whole or in part, the original decision. If the Council does not act within that time, the reconsideration request is deemed denied.

2. Appeal

a. If the Council issues a final decision – either initially or following reconsideration – an affected person may seek judicial review in the district court, as provided by Chapter 52, Title 67, Idaho Code, within twenty-eight (28) days after all local remedies have been exhausted.

b. Upon receipt of a judicial review petition, the City shall prepare and provide the administrative record in accordance with Idaho law.

2.01.080 Compensation.

In accordance with Idaho Code title 50, compensation for the Mayor and City Council members shall be fixed by ordinance at least seventy-five (75) days prior to any general City election. Annual salaries are effective January 1 of the following year.

Commencing January 1, 2008, the compensation of the Mayor and of the members of the City Council shall be as follows:

1. The Mayor shall receive a monthly salary in the sum of $3,000.00. Furthermore, beginning January 1, 2009, and continuing each January thereafter, the Mayor shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. The Mayor shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. The Mayor shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by the Mayor, a monthly payment shall be made compensating the Mayor for benefits in an amount not to exceed the value of the benefits; and

2. Each member of the Council shall receive a monthly salary in the sum of $1,666.67. Furthermore, beginning January 1, 2009, and continuing each January thereafter, each member of the Council shall receive a cost of living adjustment (COLA) to such salary in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive health benefits, dental benefits, vision benefits, long term disability benefits and healthcare reimbursement account benefits in the same amount afforded to City of Ketchum employees. Each member of the Council shall also receive Idaho PERSI retirement benefits in the same amount afforded to City of Ketchum employees as prescribed by Idaho Code section 59-1322. If such benefits are declined by a member of the Council, a monthly payment shall be made compensating such member of the Council for benefits in an amount not to exceed the value of the benefits.

3. No other compensation shall be afforded to the Mayor or Council Members.

(Ord. 1023 § 1, 2007)

CHAPTER 2.02 APPOINTED OFFICERS

2.02.010 Appointment of Officers.

The Mayor, with the consent of the Council, shall appoint the City Administrator, City Clerk, City Treasurer and City Attorney. Appointed officers may be removed from office either by the mayor and two council members, or only by three members of council.

2.02.020 Officer Duties.

1. City Administrator
    a. Oversee day-to-day city operations consistent with Council policies and the Mayor's direction,
    b. Supervise department heads and support effective interdepartmental coordination,
    c. Assist in preparing the annual budget and advise on financial and operational matters,
    d. Provide administrative support to the City Council, including attendance at meetings and preparation of reports,
    e. Act as point of contact for residents, businesses, other governmental agencies, and the community, and
    f. Perform additional duties as assigned by the Mayor or City Council.
2. City Clerk
    a. Keep the official records of the City, including ordinances, resolutions, minutes, and contracts,
    b. Maintain the City seal and attest official documents,
    c. Administer oaths of office when required by law,
    d. Act as custodian of public records and manage requests under Idaho Law,
    e. Issue licenses and permits as authorized by ordinance, and
    f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.
3. City Treasurer
    a. Collect, receive and safely keep all city funds,
    b. Deposit city funds in approved depositories,
    c. Keep accurate records of all receipts and disbursements,
    d. Disburse funds only upon proper authorization and warrant,
    e. Provide regular financial reports to the Mayor and Council,
    f. Assist with budget preparation and monitoring of city finances, and
    g. Perform other duties as prescribed by law or directed by the Mayor and Council.
4. City Attorney
    a. Act as legal advisor to the Mayor, Council, and city departments,

b. Draft ordinances, resolutions, contracts, and other legal documents,

c. Represent the City in civil proceedings and prosecute ordinance violations as directed,

d. Provide legal opinions and guidance to the Mayor, Council, and staff,

e. Attend Council meetings when requested by the Mayor or Council, and

f. Perform such other duties as may be required by law, ordinance, or direction of the Mayor and Council.

CHAPTER 2.03 DEPARTMENTS

2.03.010 Establishment of Departments.

The City Council may, by ordinance or resolution, create, consolidate, or dissolve departments as necessary for the efficient administration of City affairs. The administrative service of the City shall be organized into the following departments:

1. Administration
2. Community Engagement
3. City Clerk
4. Finance
5. Housing
6. Planning & Building
7. Police
8. Public Works
    a. Facilities Division
    b. Streets Division
    c. Wastewater Division
    d. Water Division
9. Recreation

2.03.020 Department Heads.

Each department shall be directed by a department head who shall be appointed by the City Administrator in consultation with the mayor, except appointed officers requiring City Council confirmation. Department heads shall be responsible for the administration and operation of their departments, including:

1. Implementing City policies and ordinances within their areas of responsibility,
2. Managing staff, budgets, and resources assigned to the department,
3. Advising the Mayor and Council on departmental matters,
4. Coordinating with other departments, boards, and commissions to further the City's goals, and

5. Performing other duties as may be assigned by the Mayor or City Administrator.

CHAPTER 2.04 CODE OF ETHICS

2.04.010 Purpose.

The purpose of this chapter is to promote public confidence in the integrity of city government by establishing clear ethical standards for city officials, employees, and contractors. These standards are intended to supplement, not replace, the requirements of Idaho Code Title 74, Chapter 4, "Ethics in Government."

2.04.020 Applicability.

This chapter applies to all elected and appointed city officials, members of boards and commissions, city employees, and contractors acting on behalf of the City of Ketchum.

2.04.030 Conflicts of Interest.

1. Prohibited Conduct. No city official, employee, or contractor shall engage in any action, decision, or vote that may result in a direct or indirect financial benefit to themselves, their household members, or any business with which they are associated, when such benefit conflicts with the proper discharge of their official duties.
2. Disclosure Required. Any person covered by this chapter who has a potential conflict of interest shall disclose the nature of the conflict prior to participating in any discussion, decision, or action on the matter.
3. Recusal. Upon disclosure, the official or employee shall abstain from participation in the decision-making process when the conflict exists, unless otherwise permitted by Idaho Code.
4. Use of Position. No person shall use their position or city resources for personal gain, private advantage, or to benefit another in a manner inconsistent with public duties.

2.04.040 Gifts and Favors.

No city official, employee, or contractor shall solicit or accept any gift, favor, service, or item of value that could reasonably be perceived to influence, or appear to influence, the impartial performance of official duties. Acceptance of items of nominal value, such as promotional items, light refreshments, or awards of recognition customarily given in the ordinary course of civic or professional relationships, is permitted. Any gift or benefit received in connection with city service shall not exceed fifty dollars ($50.00).

TITLE 3
ADMINISTRATION OF LOCAL OPTION TAX

CHAPTER 3.12 NONPROPERTY TAXES

3.12.010 Findings.

The City Council of the City finds that the City has a population not in excess of 10,000 according to the most recent census and is a City that derives the major portion of its economic well being from people catering to recreational needs and meeting needs of people traveling to the destination City for an extended period of time; that the City has a significant economic dependence upon visitors and travelers passing through or staying in the community and the City; and that the visitors and travelers require services of the City which place an undue burden upon the taxpayers of the City.

(Ord. 712 § 1, 1997)

3.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

Hotel-motel: Means and includes any business including hotels, motels, condominiums, tourist homes, and any other business which in the regular course of business rents or leases for occupancy temporary lodging to individuals with or without meals, except where residence is maintained continuously under terms of a lease or similar agreement for a period in excess of 30 days.

In the City of Ketchum: Within the municipal boundaries of the City of Ketchum, Blaine County, Idaho.

Liquor by the drink: Means and includes:

A. Alcohol: The product of distillation of any fermented liquor, rectified either once or more often, whatever may be the origin, or synthetic ethyl alcohol.

B. Spirits: Any beverage which contains alcohol obtained by distillation mixed with drinkable water and other substances in solution, including, among other things, brandy, rum, gin, and whiskey.

C. Wine: Any alcohol beverage obtained by the fermentation of the natural sugar content of fruits (grapes, apples, etc.) or other agricultural products containing sugar (honey, milk, etc.).

D. Beer: Any alcohol beverage obtained from the fermentation of sugar, barley, hops, malt, yeast and similar ingredients.

E. Other: Any liquid or solid, patented or not, containing alcohol, spirits, or wine and susceptible of being consumed by a human being, for beverage purposes.

Person: Means and includes any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, cooperative, assignee, or any other group or combination acting as a unit.

Purchase: Means and includes any transfer, rental, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price is a purchase. A transfer for a consideration of any publication or of tangible personal property which has been produced, fabricated or printed to the special order of the customer is also a purchase.

Retail sale or sale at retail: A sale of tangible personal property for any purpose other than resale of that property in the regular course of business, or lease or rental of that property in the regular course of business, where such rental or lease is taxable under Idaho Code section 63-3612(h).

A. All persons engaged in constructing, altering, repairing or improving real estate, which includes construction of prefabricated buildings as defined in Idaho Code section 63-3606A, are consumers of the material used by them; all sales to or use by such persons of tangible personal property are taxable whether or not such persons intend resale of the improved property.

B. The delivery in this state of tangible personal property by an owner or former owner or by a factor, or agent of such owner, former owner or factor, if the delivery is to a consumer or person for redelivery to a consumer, pursuant to a retail sale made by a retailer not engaged in business in this state, is a retail sale in this state by the person making the delivery. He or she shall include the retail selling price of the property in his or her total sales subject to tax under this chapter.

C. For the purposes of this chapter as enacted, the sale or purchase of a prefabricated building is deemed a sale or purchase of real property and not a sale or purchase of tangible personal property.

Retailer: Means and includes:

A. Every seller who makes any retail sale or sales of tangible personal property and every person engaged in the business of making retail sales at auction of tangible personal property owned by the person or others.

B. Every person engaged in the business of making sales for storage, use, or other consumption or in the business of making sales at auction of tangible personal property owned by the person or others for storage, use, or other consumption.

C. Every person making more than two retail sales of tangible personal property during any 12-month period, including sales made in the capacity of assignee for the benefit of creditors, or receiver or trustee in bankruptcy, or every person making fewer sales who holds himself or herself out as engaging in the business of selling such tangible personal property at retail.

D. When the City Clerk/Treasurer determines that it is necessary for the efficient administration of this chapter to regard any salespeople, representatives, peddlers or canvassers as agents of the dealers, distributors, supervisors or employers under whom they operate or from whom they obtain the tangible personal property sold by them, irrespective of whether they are making sales on their own behalf or on behalf of such dealers, distributors, supervisors or employers, the City Clerk/Treasurer may so regard them and may regard the dealers, distributors, supervisors or employers as retailers for the purpose of this chapter.

E. Persons conducting both contracting and retailing activities. Such persons must keep separate accounts for the retail portion of their business and pay tax in the usual fashion on this portion.

Room occupancy charge: Means and includes the total amount charged for the rental use or temporary occupancy of a room or living unit, valued in money, whether paid in money or otherwise, without any deduction.

Sale:

A. Means and includes any transfer of title, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration and shall include any transfer of possession through incorporation or any other artifice found by the state tax commission to be in lieu of, or equivalent to, a transfer of title, an exchange or barter.

B. Sale also includes:

1. Producing, fabricating, processing, printing or imprinting of tangible personal property for a consideration for consumers who furnish either directly or indirectly the materials used in the producing, fabricating, processing, printing or imprinting;

2. Furnishing, preparing or serving for a consideration food, meals or drinks;

3. A transaction where the possession of property is transferred but the seller retains the title as security for the payment of the price;

4. A transfer for a consideration of the title or possession of tangible personal property which has been produced, fabricated or printed to the special order of the customer, or of any publication;

5. Admission charges;

6. Receipts from the use of or the privilege of using tangible personal property or other facilities for recreational purposes;

7. Providing hotel, motel, condominium, tourist home or trailer court accommodations and services, except where residence is maintained continuously under the terms of a lease or similar agreement for a period in excess of 30 days.

Sale of liquor by the drink: Means and includes the sale at retail of liquor by the drink for consumption on the premises, and includes any transfer of money, title, exchange, barter or credit, conditional or otherwise, in any manner or by any means whatsoever as consideration.

Sales price:

A. Means and includes the total amount for which tangible personal property, including services agreed to be rendered as a part of the sale, is sold, rented or leased, valued in money, whether paid in money or otherwise, without any deduction on account of any of the following:

1. The cost of the property sold. However, in accordance with such rules and regulations as the state tax commission may prescribe, a deduction may be taken if the retailer has purchased property for some purpose other than resale or rental, has reimbursed his or her vendor for tax which the vendor is required to pay to the state or has paid the use tax with respect to the property, and has resold or rented the property prior to making any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business. If such a deduction is taken by the retailer, no refund or credit will be allowed to his or her vendor with respect to the sale of the property.

2. The cost of materials used, labor or service cost, losses, or any other expense.

3. The cost of transportation of the property prior to its sale.

B. The term "sales price" does not include any of the following:

1. Discounts allowed and taken on sales, but only to the extent that such discounts represent price adjustments as opposed to cash discounts offered only as an inducement for prompt payment.

2. Any sums allowed on merchandise accepted in part payment of other merchandise.

3. The amount charged for property returned by customers when the amount charged therefor is refunded either in cash or credit; but this exclusion shall not apply in any instance when the customer, in order to obtain the refund, is required to purchase other property at a price greater than the amount charged for the property that is returned.

4. The amount charged for labor or services rendered in installing or applying the property sold; provided, that the amount is stated separately, and such separate statement is not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.

5. The amount of any tax (not including, however, any manufacturers' or importers' excise tax) imposed by the United States upon or with respect to retail sales whether imposed upon the retailer or the consumer.

6. The amount charged for finance charges, carrying charges, service charges, time-price differential, or interest on deferred payment sales, provided such charges are not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.

7. Charges for transportation of tangible personal property after sale.

Sales tax act: The Idaho Sales Tax Act, Idaho Code section 63-3601 et seq., including subsequent amendments, which is adopted by reference.

Seller: Every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker or principal.

Tangible personal property: Personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Taxpayer: Any person subject to or liable for any taxes imposed by this chapter.

(Ord. 712 § 2, 1997)

3.12.030 Imposition and rate of certain nonproperty sales taxes.

The City imposes and shall collect certain nonproperty taxes, as follows:

A. A municipal sales tax is imposed upon each sale at retail within the City of Ketchum, Idaho, at the rate of two percent of the sales price of all property subject to taxation under Idaho Code section 63-3601 et seq., Idaho Sales Tax Act, including subsequent amendments, except on the sale of "groceries" (defined in this section) and motor vehicles which are titled by the Idaho Department of Motor Vehicles. For the purpose of this chapter, "groceries" means any edible food or foodstuffs intended for human consumption, except:

   (1) Alcoholic beverages;

   (2) Tobacco; and

   (3) Any food product which is prepared and sold for consumption at any "eating place" as defined in Idaho Code section 39-1702; or

   (4) Any sandwiches and foods prepared and sold by retailer for immediate human consumption; or

   (5) Any food product sold through a vending machine if the sales price is more than $0.15;

B. An additional one percent hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes and the like;

C. An additional one percent liquor by the drink sales tax on all sales at retail of liquor by the drink including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises;

D. When the sales price involves a fraction of a dollar, such nonproperty taxes shall be collected on that fractional portion of the price by adding the tax based upon a bracket system. The bracket system for the collection of the two percent nonproperty tax shall be as set forth in exhibit A[1], attached to the ordinance codified herein and made a part of this section by reference. The bracket system for the collection of the three percent nonproperty tax shall be as set forth in exhibit B[2], attached to the ordinance codified herein and made a part of this section. The retailer shall calculate the tax upon the entire amount of purchases of the consumer made at a particular time subject to this chapter, and not separately upon each item purchased. The retailer may retain any amount collected under such bracket system which is in excess of the amount of tax for which he or she is liable to the City during the period as compensation for the work of collecting such tax;

(Ord. 1108, 2013)

3.12.040 Duration of taxes.

The nonproperty sales taxes authorized and collected under this chapter are hereby imposed for a duration of 15 years from the effective date hereof, which provides for the collection of local option taxes through December 31, 2027.

The duration for the imposition and collection to raise the current rates an additional one percent for five years from the effective date of January 1, 2019.

(Ord. 1108, 2013; Ord. 1166, 2017)

3.12.050 Purposes for which the revenues derived from nonproperty taxes shall be used.

The nonproperty tax revenue derived from and collected under this chapter shall be used for the following purposes:

A. Municipal transportation.

B. Open space acquisition and recreation.

C. Capital improvements: roads, water, sewer, parking, Ore Wagon Museum.

D. Emergency services: police, fire, ambulance.

E. City promotion, visitor information and special events.

F. Property tax relief.

G. Direct costs to collect and enforce the tax.

H. Maintaining and increasing air service to Friedman Memorial Airport.

(Ord. 1108, 2013)

[1]Editor's note(s)—Exhibits may be inspected at the Ketchum City Clerk's/Treasurer’s Office.

[2]Editor's note(s)—Exhibits may be inspected at the Ketchum City Clerk's/Treasurer’s Office.

3.12.060 Creation of a property tax relief fund.

There is created in the Office of the City Clerk/Treasurer a fund to be designated as the municipal property tax relief fund. All monies collected under this chapter, and not otherwise budgeted by the City Council, shall be placed by the City Clerk/Treasurer into the municipal property tax relief fund. All monies collected and placed into the fund shall be used to replace City property taxes in the ensuing fiscal year.

(Ord. 1108, 2013)

3.12.070 Authorization for City Clerk/Treasurer to administer, regulate and collect nonproperty taxes.

The City Clerk/Treasurer of the City is authorized and empowered to administer, regulate and collect payment of all nonproperty taxes adopted and imposed by this chapter. The Clerk/Treasurer shall have all of the powers set forth in this chapter, together with those additional powers necessary and proper to carry out the provisions of this chapter.

(Ord. 712 § 7, 1997)

3.12.080 Permits required and issuance of permits.

A. Every person desiring to engage in or conduct business of retail sales, and/or renting a hotel-motel room, and/or selling liquor by the drink within the City shall file with the City Clerk/Treasurer an application for a municipal nonproperty sales tax permit for each place of business. A separate permit is required for each place of business within the City. Every application for a permit shall be made upon a form prescribed by the City Clerk/Treasurer and shall set forth the name under which the applicant transacts or intends to transact business, the location of the business or places of businesses, and such other information as the City may require. The application shall be signed by the owner, if he or she is a natural person; or in the case of an association or partnership, by a member or partner; in the case of a corporation, by an executive officer or other person authorized by the corporation to sign the application.

B. Upon filing an application meeting the requirements set out in subsection A of this section, the City Clerk/Treasurer shall issue to each applicant a permit for each place of business. A permit shall not be assignable, and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this chapter.

C. On the face of the permit shall be fixed a municipal nonproperty tax number which shall be used by the applicant as an identifying number on all filing, payment and correspondence with regard to the nonproperty tax imposed under this chapter.

(Ord. 712 § 8, 1997)

3.12.090 Method for payment of taxes.

A. The taxes imposed by this chapter shall be computed and paid for each calendar month. Such taxes are due and payable to the City Clerk/Treasurer on or before the twentieth day of the succeeding month. The amount of tax paid shall be computed on all sales subject to taxation under this chapter. Each person required to hold a municipal nonproperty sales tax permit and number shall file a municipal nonproperty sales tax return and a copy of his or her Idaho State Sales Tax return for the month at the same time taxes

are paid to the City Clerk/Treasurer, unless such person has been permitted in writing by the Idaho State Tax Commission to file quarterly sales or use tax returns. Persons who have been permitted to file other than monthly returns shall notify the City Clerk/Treasurer in writing, and the City Clerk/Treasurer may require reporting of state tax returns over some other period.

B. The first payment of taxes under this chapter shall be due and payable together on February 20, 1998, for that period beginning January 1, 1998, and ending January 31, 1998. Thereafter, all payments shall be made monthly.

C. A municipal nonproperty sales tax return shall be filed each and every month by every person engaging in sales subject to taxation under this chapter regardless of whether or not any tax is due. Returns shall be signed by the person required to file the return or by a duly authorized agent.

D. A valid sales tax exemption certificate issued by the Idaho State Tax Commission upon filing a copy with the City Clerk/Treasurer shall have the same effect to exempt the sale from the taxes imposed under this chapter as in the Idaho Sales Tax Act.

(Ord. 712 § 9, 1997)

3.12.100 Audits; deficiency determinations.

A. The City Clerk/Treasurer may order an audit of any taxpayer under this chapter for the purpose of ascertaining the correctness or completeness of any return or payment.

B. If any error or omission is discovered in such audits or in any other way, the City Clerk/Treasurer may compute and determine the amount of tax due upon the basis of facts obtained from such information within the Clerk's/Treasurer’s possession and assert a deficiency. One or more deficiency determinations may be made for the amount due for one or for more than one period. In making such a determination, the City Clerk/Treasurer may offset overpayments against amounts due. Further, such determinations shall be made for the period or periods in respect to which the person fails to make a return and shall be based upon any information which is in the City Clerk's/Treasurer’s possession.

C. The City Clerk/Treasurer shall give written notice of said clerk's/Treasurer’s determination and the amount of deficiency, including interest, at the rate of 12 percent per annum from the date due, to the person from whom such deficiency amount is due. Such notice may be given personally or mailed to the person at the address furnished to the City Clerk/Treasurer in the nonproperty tax permit application.

(Ord. 712 § 10, 1997)

3.12.110 Redetermination of deficiency.

A. Any person against whom a deficiency determination is made under this chapter, or any person directly interested, may petition in writing for a redetermination within 30 days after service upon the person of notice of deficiency. If the petition for redetermination is not filed within the 30-day period, the determination becomes final at the expiration of the period.

B. If a petition for redetermination is filed within the 30-day period, the City Clerk/Treasurer shall reconsider the determination and, if the person so requests in the petition, grant the person an oral hearing and give such person ten days' notice of the time and place of the hearing personally or by mail addressed to the person at the address furnished to the City Clerk/Treasurer in such person's application for a nonproperty tax permit.

(Ord. 712 § 11, 1997)

3.12.120 Appeals; interest on deficiency.

A. When a redetermination is made, the City Clerk/Treasurer shall give notice to the taxpayer against whom the redetermination is made. Within 30 days of the date upon which such notice of redetermination is mailed or served, the taxpayer may file an appeal with the City Council or may file a complaint with the district court for review of the City Clerk's/Treasurer's redetermination. There shall be no right of review to the City Council nor to the district court on the determination of taxes due made by the City Clerk/Treasurer unless a redetermination has been timely filed. No assessment of a deficiency in respect to the tax imposed by this chapter or proceeding to collect for its collection shall be made, begun or prosecuted until such notice has been mailed to the taxpayer and expiration of such 30-day period after notice of redetermination, nor if a protest is filed until a decision on the protest becomes final. If the taxpayer does not protest to the City Council or file an action in district court within the time prescribed in this section, the deficiency shall be assessed and shall become due and payable upon notice and demand from the City Clerk/Treasurer.

B. Interest upon any deficiency shall be assessed at the same time as the deficiency and shall become due and payable upon notice and demand from the City Clerk/Treasurer and shall be collected as part of the tax at the rate of 12 percent per annum from the date prescribed for payment of the tax.

(Ord. 712 § 12, 1997)

3.12.130 Collections and enforcement.

As soon as practical after monthly municipal nonproperty sales tax return and payment is filed, the City Clerk/Treasurer shall examine the same and determine the correct amount of the tax. For the purpose of ascertaining the correctness of any payment determining the amount of tax due where none has been made, determining liability of any person for any tax payable under this chapter, or the liability at law or in equity of any person in respect to any tax provided by this chapter or collecting any such liability, the City Clerk/Treasurer, or duly authorized deputy, is authorized: a) to examine the books, papers, records, or other data which may be relevant or material to the inquiry; b) to summon the person liable for the tax or any officer, agent or employee of such person, or any person having possession, custody or care of books of accounting containing entries relating to the business of the person liable for the tax, to appear before the City Clerk/Treasurer, or deputy, at a time and place named in the Clerk's/Treasurer's summons to produce such books, papers, records or other data and/or give such testimony under oath as may be relevant or material to such inquiry.

(Ord. 712 § 13, 1997)

3.12.140 Refunds; limitations and interest.

A. If the City Clerk/Treasurer determines that any amount due under this chapter has been paid more than once or has been erroneously or illegally collected or computed, the City Clerk/Treasurer shall set forth that fact in the Clerk's/Treasurer's records, and the excess amount paid or collected may be credited on any amount due or payable to the City Clerk/Treasurer for nonproperty taxes from that person, and any balance refunded to the person by whom it was paid or to his or her successors, administrators or executors.

B. No such credit or refund shall be allowed or made after one year from the time the payment was made unless, before the expiration of such period, a claim is filed by the taxpayer.

C. Interest shall be allowed on the amount of such credits or refunds at the rate of 12 percent per annum from the date which such tax was paid.

D. Appeal from the City Clerk's/Treasurer decision denying in part or in whole a claim for refund shall be made in accordance with the laws of the state with regard to claims against municipalities.

(Ord. 712 § 14, 1997)

3.12.150 Responsibility for payment of taxes.

Every person with a duty to account for or pay over any tax imposed by this chapter on behalf of a corporation, as an officer employee of the corporation, or on behalf of a partnership, as a member employee of the partnership, shall be personally liable for payment of such tax, plus penalties and interest.

(Ord. 712 § 15, 1997)

3.12.160 Period of limitation upon assessment and collection.

A. The amount of taxes imposed under this chapter shall be assessed within three years of the time the return upon which the tax asserted to be due was or should have been filed, whichever is later; provided, however, if a deficiency determination or assessment has been made within the prescribed time, such tax may be collected within a period of six years after assessment. The running of limitations provided by this section shall be suspended for the period during which the City Clerk/Treasurer is prohibited from making the assessment or from collecting or proceeding in court due to a petition for redetermination or an appeal therefrom, and for 30 days thereafter.

B. In the case of taxes due during the lifetime of a decedent, the tax shall be assessed, and any proceeding in court without assessment for the collection of such tax shall be begun, within six months after written request therefor (filed after the return is made) by the executor, administrator, or other fiduciary representing the estate of such decedent unless the assessment is stayed by a petition for redetermination or any appeal therefrom.

C. In the case of a false or fraudulent return with intent to evade tax, or of a failure to file a return, the tax may be assessed, or a proceeding in court for collection of such tax may be begun without assessment, at any time within three years after the date of the discovery of the facts constituting the fraud.

(Ord. 712 § 16, 1997)

3.12.170 Successors' liability.

A. If a vendor liable for any amount of tax under this chapter sells out his or her business or stocks and goods, the vendee shall make an inquiry to the City Clerk/Treasurer and withhold from the purchase price any amount of tax that may be due under this chapter until such time as the vendor produces receipt stating that no amount is due.

B. If the purchaser of business or stock of goods fails to withhold from the purchase price as above required, he or she is personally liable for the payment of the amount required to be withheld by him or her.

(Ord. 712 § 17, 1997)

3.12.180 General administration by City Clerk/Treasurer.

A. The City Clerk/Treasurer shall enforce the provisions of this chapter and may prescribe, adopt and enforce rules and regulations relating to its administration and enforcement. The City Clerk/Treasurer may employ qualified auditors for examination of taxpayers' books and records, and shall also employ such accountants, investigators, assistants, clerks, and other personnel as are necessary for the efficient administration of this

chapter and may delegate authority to its representatives to conduct hearings or perform other duties imposed by this chapter.

B. Taxpayers in the City shall keep such records, receipts, invoices, and other pertinent papers as the City Clerk/Treasurer may require. Each such taxpayer who files tax payments required under this chapter shall keep all such records for not less than four years after making such payments unless the City Clerk/Treasurer in writing authorizes their destruction.

C. The City Clerk/Treasurer, or any person authorized in writing by the Clerk/Treasurer, may examine the books, papers, records and equipment of any taxpayer or any person liable for any tax, and may investigate the character of the business of the person in order to verify the accuracy of any return made, or if no return is made by the person, to ascertain and determine the amount required to be paid. Any taxpayer whose pertinent records are kept outside of the City must bring the records to the City for examination by the City Clerk/Treasurer upon request of the latter or, by agreement with the City Clerk/Treasurer, permit an auditor designated by the City Clerk/Treasurer to visit the place where the records are kept, and there audit such records.

(Ord. 712 § 18, 1997)

3.12.190 Penalties.

A. Any person who violates any provision of this chapter shall be guilty of a misdemeanor, punishable by up to one year in the county jail, and/or a $300.00 fine, or both. Furthermore, each month in which a person fails to report, or intentionally fails to accurately compute, or intentionally fails to accurately disclose the total amount of sales or rentals or the amount of tax to be paid, as imposed under this chapter, shall be considered a separate offense.

B. Any person who violates any provision of this chapter shall have his or her municipal nonproperty sales tax permit and tax number revoked. The City Clerk/Treasurer shall send written notice of revocation of such permit and tax number to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council, challenging such revocation. If no appeal is timely made, such revocation becomes final. Whenever a person subject to this chapter has had such permit and tax number revoked, the City Clerk/Treasurer shall not reissue such permit nor issue a new permit to such person until such person places with the City Clerk/Treasurer a bond or other sufficient security in the amount equal to three times the actual, determined or estimated average monthly amount of tax payable by such person pursuant to this chapter.

C. The City Clerk/Treasurer, whenever it is deemed necessary to ensure compliance with this chapter, may require any person subject to this chapter to place with it such security as it may determine. The amount of such security shall not be greater than three times the estimated average monthly amount payable by such person pursuant to this chapter. The amount of the security may be increased or decreased by the City Clerk/Treasurer at any time, subject to the limitations set forth above.

D. Any person who violates any provision of this chapter shall have all municipal nonproperty sales tax permits, municipal beer license(s) and wine license(s), and retail liquor by the drink license(s) revoked.

E. Any amount of tax due under this chapter for which a person fails to report or accurately compute shall become a lien upon the property of such taxpayer on the date that the same becomes due, and the City may seek to enforce such lien and collect all taxes and interest due, together with the reasonable costs of collection, including attorney fees, in a court of competent jurisdiction.

F. For the purposes of proper administration of this chapter, and to prevent evasion of such nonproperty sales taxes, the burden of proving that a sale or rental is not a sale under this chapter is upon the person who makes the sale or rental in question.

(Ord. 712 § 19, 1997)

3.12.200 Penalty charges.

A. Any person who is required to collect and pay over any tax imposed by this chapter and fails or refuses to pay over to the City the same when due, in accordance with section 3.12.090 of this chapter, shall be liable and pay a penalty charge as provided in the City's adopted fee resolution, as amended from time to time. The City Clerk/Treasurer shall assess and collect such fee at the time any delinquent tax payment is tendered. The permit holder shall have ten days from the date payment is made to file a written appeal with the City Council challenging such penalty determination. If no appeal is timely made as provided in this chapter, such penalty determination shall be final.

B. Any person who is required to collect, truthfully account for, and pay over any tax imposed by this chapter and who willfully fails to collect such a tax or truthfully account for or pay over such a tax, or willfully attempts in any manner to evade or defeat such a tax or payment shall, in addition to other penalties provided by law, be liable to a penalty equal to the amount of the tax evaded, or not collected, or not accounted for or paid over. The City Clerk/Treasurer shall determine and assess such penalties, and the same shall become due and payable upon notice and demand from the City Clerk/Treasurer. The City Clerk/Treasurer shall send written notice of such penalty charge to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten days from the date such notice is mailed to file a written request of appeal with the City Council challenging such penalty charge determination. If no appeal is timely made as provided in this chapter, such penalty charge determination shall be final.

(Ord. 712 § 20, 1997)

3.12.210 Exemptions.

All transactions by the state, otherwise subject to imposition of such taxes, are exempt from the provisions of this chapter.

(Ord. 712 § 21, 1997)

3.12.220 Confidentiality of information.

A. No City Clerk/Treasurer of the City of Ketchum, Blaine County, Idaho, nor any duly authorized deputy City Clerk/Treasurer, agent or employee shall divulge or make known to any persons, in any manner, any information whatsoever submitted or obtained, directly or indirectly, pursuant to this chapter, or to permit any nonproperty tax return or information supplied with regard to such return, or any copy, or any paper or book so obtained, to be seen or examined by any person except as provided by law; provided, that in any action or proceeding brought for the collection, remission, cancellation or refund of the whole or any part of a tax imposed under this chapter, or for enforcing the penalties prescribed for making false or fraudulent returns, any and all information contained in or provided with such returns may be made accessible to the elected and appointed officials, officers and representatives of the City charged with enforcing or defending the same. All such returns, information, statements and correspondence relating to such returns may be produced into evidence in any action, civil or criminal, directly pertaining to such returns or the tax imposed on the basis of such returns.

B. The Ketchum City Council, under such rules and provisions as it may prescribe, may permit, notwithstanding the provisions of this chapter as to secrecy, the commissioner of internal revenue of the United States or his or her delegate or the proper officer of any state imposing a tax to inspect the nonproperty tax returns or information provided or obtained in connection with such returns, or may furnish to such officer, or his or her authorized agent, copies or an abstract.

C. Nothing in this chapter shall prohibit a taxpayer, or authorized representative upon proper identification, from inspecting and copying his or her own nonproperty tax returns and information supplied with such returns.

(Ord. 712 § 22, 1997)

TITLE 4
COMMISSIONS AND BOARDS

CHAPTER 4.08 HISTORIC PRESERVATION COMMISSION

4.08.010 Purpose.

The purpose of this chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission.

(Ord. 511 § 1, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.030 Created; appointments.

A. There is created an HPC which shall consist of five members comprised of a maximum of three and a minimum of one member of the Planning and Zoning Commission and a maximum of four and a minimum of two members of the community who shall be appointed by the Mayor with the advice and consent of the Council.

B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.

C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.

D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

(Ord. 511 § 3, 1989; Ord. 512 § 1, 1989; Ord. 978 § 1, 2006; Ord. No. 1231, § 1, 1-3-2022)

4.08.040 Organization, officers, rules, meetings.

A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by HPC shall be available for public inspection.

B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.

C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.

D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

(Ord. 511 § 4, 1989; Ord. No. 1231, § 1, 1-3-2022)

4.08.050 Powers, duties and responsibilities.

The HPC shall be advisory to the Council and shall be authorized to:

A. Conduct a survey of local historic properties;

B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;

C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;

D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;

E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;

F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;

G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;

H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;

I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;

J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;

K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;

L. Establish and maintain the Historic Building/Site list;

M. Review and make decisions on Demolition and Alteration applications.

(Ord. 511 § 5, 1989; Ord. No. 1231, § 1, 1-3-2022)

(Ord. 511 § 6, 1989; Ord. No. 1231, § 1, 1-3-2022)

CHAPTER 4.12 PLANNING AND ZONING COMMISSION

4.12.010 Purpose.

The purpose of this chapter is to establish the Planning and Zoning Commission of the City of Ketchum in accordance with Idaho Code Title 67, Chapter 65, and to define its composition, duties, and responsibilities. The

Commission is created to promote the orderly development of the City; to implement the goals and policies of the Comprehensive Plan; to review and make recommendations on land use, zoning, and subdivision matters; and to advise the Mayor and City Council on issues affecting the growth, development, and general welfare of the community.

4.12.020 Creation of the Commission.

A Planning and Zoning Commission for the City of Ketchum, Idaho, is created pursuant to Idaho Code section 67-6504. The appointment of members, filling vacancies, residency, length of service and removal for cause shall conform to requirements contained in Idaho Code section 67-6504 as may be amended from time to time.

(Ord. 1130, 2015)

4.12.030 Establish number of members.

The number of members to be appointed to the Commission shall be five.

(Ord. 1130, 2015)

4.12.040 Establish term of office.

The term of a commissioner shall be three years, pursuant to Idaho Code section 67-6504(a) that provides for not less than three years and not more than six years.

(Ord. 1130, 2015)

CHAPTER 4.16 ARTS COMMISSION

4.16.010 Purpose.

It is the purpose of this chapter and the policy of the City to recognize the value of art in public places, in order to beautify public areas, to enhance the quality of life for Ketchum citizens, to attract tourism, to enhance art education and celebration of cultural heritage, and to provide incentives to businesses to locate within the City, thus expanding Ketchum's economic base.

(Ord. 1168, 2017)

4.16.030 General requirements.

A. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Public art may also be located on any publicly owned property or on publicly accessible private property upon formal written agreement with the private entity.

B. Any public art chosen shall be located in a public place with public accessibility and impact, and further shall comply with any addition to any guidelines established by Council upon recommendation of the Ketchum Arts Commission.

C. Nothing contained herein shall preclude funding City public art by matching monies, donations, or other means.

(Ord. 1168, 2017)

4.16.040 Administrative responsibilities.

A. The City designates the Ketchum Arts Commission to be responsible for the location and selection of all public art in the City. The Ketchum Arts Commission will make recommendations and seek input and advice from relevant City departments prior to public art installation. The Ketchum Arts Commission will also advise relevant City departments regarding the maintenance, repair, and other conservation of public art.

B. Public art selected shall be consistent with the City's comprehensive plan, zoning and subdivision ordinances, and land uses contemplated therein.

C. The Ketchum Arts Commission will work with the City regarding the public art selected for installation in coordination with projects contained in the capital improvement program and selection of artists for public art projects.

D. The Ketchum Arts Commission shall make reports from time to time as requested by the Mayor and/or the Council.

(Ord. 1168, 2017)

4.16.050 Source of funds.

Funds to support the Arts Commission may include, but are not limited to, general funds, percent for arts funds, Ketchum Urban Renewal Agency funds, grants, donations, and funding from other organizations and agencies.

(Ord. 1168, 2017)

4.16.060 Establishment, composition and terms.

The Commission will consist of no more than nine members who shall receive no salary. The Mayor and Commission Chair will work together to discuss new members for appointment. Members shall be appointed by the Mayor and confirmed by the City Council, and any member may, in a like manner, be removed.

A. The Commission shall adopt bylaws for the management and operation of meetings.

B. In addition to the nine members, the executive director of the Ketchum Community Development Corporation (KCDC) will serve as a nonvoting member of the Commission.

C. The term of office for each of the members shall be three years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment will be allowable after a one year waiting period.

(Ord. 1168, 2017)

4.16.070 Duties and responsibilities.

The duties and responsibilities of the Arts Commission shall be as follows:

A. Stimulate awareness and appreciation of the importance of the arts in the broadest possible manner including, but not limited to, the review and incorporation of public art with existing and new construction (both public and private), support of visual, performing and literary arts (individuals, organizations, businesses), and both a general promotion of the arts and arts education.

B. Encourage the preservation and growth of the City's art resources, foster the development of a receptive climate for the arts, and promote opportunities for Ketchum residents to participate in artistic activities.

C. Provide information, encouragement, and general assistance to Ketchum's cultural organizations and artists.

D. Promote the development of Ketchum artists, institutions and community organizations sponsoring arts activities.

E. Assess the needs of the arts and of the people of Ketchum and make such information available to the Mayor and City Council and all interested agencies and persons.

F. Review and provide recommendations and advice to the Mayor and City Council on all proposed arts related projects, events, grants, general disbursement of funds or provision of services to artists, nonprofit or for profit arts institutions or organizations.

G. Encourage and provide direction to coordinate, partner or benefit from the arts activities or opportunities provided by other governmental agencies.

H. Seek and encourage financial support, including grants, loans and guarantees for Ketchum Arts Commission projects subject to approval by the City Council and Mayor.

(Ord. 1168, 2017)

CHAPTER 4.30 URBAN RENEWAL AGENCY

4.30.010 Purpose.

The purpose of this chapter is to establish the Ketchum Urban Renewal Agency (KURA), an independent agency formed by the City of Ketchum in 2006, to focus on downtown revitalization, community housing, and public and private investments. The KURA operates under its own budget, bylaws, and Board of Commissioners, implementing projects identified in the Ketchum Urban Renewal Plan adopted by the Ketchum Urban Renewal Agency.

4.30.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

Urban Renewal Agency: The Ketchum Urban Renewal Agency, established to undertake urban renewal projects within the City of Ketchum.

Urban Renewal Plan: The plan developed and adopted by the City Council outlining the projects and initiatives to be undertaken by the KURA.

Revenue Allocation Area: The designated area within the City where urban renewal projects are implemented and where tax increment financing is utilized.

4.30.030 Establishment and Composition.

The Ketchum Urban Renewal Agency is established as an independent agency of the City of Ketchum. The Agency shall be governed by a Board of Commissioners consisting of seven members: two members of the Ketchum City Council and five additional members from the community. The members shall be appointed by the Mayor and confirmed by the Ketchum Urban Renewal Agency.

4.30.040 Powers and Duties.

The KURA shall have the authority to:

1. Implement the projects identified in the Ketchum Urban Renewal Plan.
2. Utilize tax increment financing to fund urban renewal projects.
3. Acquire, improve, and dispose of property within the Revenue Allocation Area.
4. Enter into contracts and agreements necessary to carry out urban renewal projects.
5. Issue bonds or other obligations to finance urban renewal activities.
6. Perform all other activities authorized under Idaho Code Title 50, Chapter 20.

4.30.050 Administrative Responsibilities.

The City designates the Ketchum Urban Renewal Agency as responsible for the administration and implementation of urban renewal projects within the City. The KURA shall coordinate with relevant City departments and officials to ensure alignment with the City's comprehensive plan and zoning ordinances.

4.30.060 Funding Sources.

The KURA may utilize various funding sources to support its activities, including but not limited to:

1. Tax increment financing derived from the Revenue Allocation Area.
2. Grants and loans from federal, state, or local agencies.
3. Private investments and partnerships.
4. Donations and other contributions.

4.30.070 Reporting and Oversight.

The KURA shall provide annual reports to the City Council detailing its activities, financial status, and progress on urban renewal projects. The City Council shall have oversight authority to ensure that the KURA's activities align with the City's goals and objectives.