



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday, December 07, 2020, 4:00 PM

480 East Avenue, North, Ketchum, Idaho

Agenda

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

Dial-in: +1 253 215 8782
Meeting ID: 912 2500 6534

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(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
 1. Approval of Minutes: Regular Meeting November 16, 2020
 2. Approval of Minutes: Special Meeting November 23, 2020
 3. Authorization and approval of the payroll register
 4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$1,255,090.17 as presented by the Treasurer
 5. Approval of Contract #20567 with Banyan Technology, Inc. for technical and programming support - Mick Mummert, Wastewater Division Supervisor
 6. Approval of Contract #20569 with Molly Snee for Graphic Design Services and Social Media Management - Lisa Enourato, Public Affairs & Administrative Services Manager
 7. Approval for Mayor to sign a letter of support for nondiscrimination protections for LGBTQ community - Neil Bradshaw, Mayor
 8. Approval of Encroachment Agreement #20564 with Idaho Power for 150 Spur Lane - Suzanne Frick Director of Planning & Building
 9. Approval of Encroachment Agreement #20565 with West Ketchum Residences - Suzanne Frick, Director of Planning & Building

- [10.](#) Approval of the final plat for Sublots 5 and 6 at Thunder Spring Residences - Suzanne Frick, Director of Planning & Building
- [11.](#) Approval of the final plat for Mindbender Condominium Subdivision located at 180 W Second Street - Suzanne Frick, Director of Planning & Building
- [12.](#) Approval of Lease Agreement #20572 for computers - Grant Gager, Director of Finance & Internal Services
- [13.](#) Approval of Purchase Order #20571 with AirPro Inc. for a Vehicle Exhaust Removal System - Grant Gager, Director of Finance & Internal Services
- [14.](#) Approval of Change Order #3 to Contract #20454 - Grant Gager, Director of Finance & Internal Services
- [15.](#) Approval of Contract #20570 with Sun Valley Marketing Alliance for marketing services - Jade Riley, City Administrator
- NEW BUSINESS (no public comment required)
 - [16.](#) Review and discussion on draft City Master Transportation Plan - Jade Riley, City Administrator
 - [17.](#) Approval of option to renew Contract #20470 with Leroy's for use of Town Square building - Lisa Enourato, Public Affairs & Administrative Services Manager
- PUBLIC HEARING
 - [18.](#) Discussion and presentations regarding clean energy targets by Climate Action Coalition of Wood River Valley and by Idaho Power - Neil Bradshaw, Mayor
 - [19.](#) ACTION ITEM: Approval of a lot line shift for The Onyx at Leadville Residence consisting of a readjustment of lot lines to replat the limited common area to reconfigure the parking spaces - Suzanne Frick, Director of Planning & Building
 - [20.](#) ACTION ITEM: Approval of a lot line shift submitted by Sean Flynn PE on behalf of the Patricia Hanwright Trust, property owner, and Lance Emery, under contract to purchase the property, to combine two existing tax lots into a single platted lot - Suzanne Frick, Director of Planning & Building
 - [21.](#) ACTION ITEM: Approval of a lot line shift to reconfigure the lot lines between Lot 1C and Lot 1D of Sun Valley Subdivision and Tax Lot 8539 to form Lots 1 and 2 of Buck Subdivision at 1240 W Canyon Run Boulevard and 1520 and 1524 Warm Springs Road. Applicants are John Riley Buck and Maggie Acker-Buck - Suzanne Frick, Director of Planning & Building
 - [22.](#) ACTION ITEM: Recommendation to adopt Ordinance #1214 amending Chapter 17.08.020 and repealing and replacing Chapter 17.88 of the Ketchum Municipal Code, Floodplain Management Overlay District and Definitions - Suzanne Frick, Director of Planning & Building
- EXECUTIVE SESSION
 - 23. Executive Session to Communicate with Legal Counsel on real estate acquisition pursuant to 74-206(1)(c)
 - 24. Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting. This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

Visit ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more. Like us on [Facebook](#) and follow us on [Twitter](#). Thank you for your participation.



CITY OF KETCHUM, IDAHO CITY COUNCIL MEETING
Monday, November 16, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Minutes

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

Dial-in: +1 253 215 8782
Meeting ID: 975 7300 8763

- CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Bradshaw called the meeting to order at 4:00pm.

- ROLL CALL

PRESENT

Mayor Neil Bradshaw
Council President Amanda Breen (Teleconference)
Councilor Michael David (Teleconference)
Councilor Courtney Hamilton (Teleconference)
Councilor Jim Slanetz (Teleconference)

ALSO PRESENT

City Administrator Jade Riley
City Attorney Matt Johnson (Teleconference)
Planning & Building Director Suzanne Frick
Director of Finance & Internal Services Grant Gager
Public Affairs & Administrative Services Manager Lisa Enourato

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

Mayor Bradshaw stated that Idaho is back in Stage 2 and so City Council Meetings will be conducted remotely until further notice.

Councilor David had no comments.

Council President Breen encouraged the community to take care of each other and check-in during these difficult times. Councilor Slanetz seconded Council President Breen's comments.

Councilor Hamilton also echoed Council President Breen's comments and thanked the Streets Department for their snow removal work.

Mayor Bradshaw thanked the public for their participation in the "community conversation" about historical preservation and reminded everyone about the joint City Council and Planning and Zoning meeting taking place on Thursday, November 19th.

- CONSENT AGENDA: Note: **(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
 1. Approval of Minutes: Regular Meeting November 2, 2020
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$521,934.86 as presented by the Treasurer
 4. Monthly Financial State of the City - Grant Gager, Director of Finance & Internal Services
 5. Approval of Contract #20556 with Galena Engineering for Phase 4 of the Ketchum Springs Water System Conversion Project - Pat Cooley, Water Supervisor
 6. Approval of Resolution #20-029 Declaring Certain Assets as Surplus - Grant Gager, Director of Finance & Internal Services
 7. Approval of Encroachment Agreement #20557 and Encroachment Agreement #20558 with Patricia Hanwright for access and utility connections within Bird Drive Right of Way - Suzanne Frick, Director of Planning & Building
 8. Approval of Resolution #20-030 to appoint Casey Burke to the KURA - Neil Bradshaw, Mayor
 9. Approval of Contract #20559 with TAG Historical Research - Suzanne Frick, Director of Planning & Building
 10. Approval of Contract #20560 with Logan Simpson - Suzanne Frick, Director of Planning & Building
 11. Approval of Sun Valley and First Condominium Subdivision Preliminary Plat: 311 N First Avenue (Lot 4, Block 57, Ketchum Townsite). The Council will consider and take action on a Condominium Subdivision Preliminary Plat to subdivide the mixed-use building currently under construction in the Mixed-Use Subdistrict of the Community Core (CC-2) into seven (7) condominium units - Suzanne Frick, Director of Planning & Building
 12. Approval of Mindbender Condominium Subdivision Preliminary Plat: 180 W Second Street (Ketchum Townsite: Block 59: West Half of Lot 5). The Council will consider and take action on a Condominium Subdivision Preliminary Plat application to subdivide a multi-family residential

building within the Mixed-Use Subdistrict of the Community Core (CC-2) into four condominium dwelling units. - Suzanne Frick, Director of Planning & Building

13. Approval of a Final Plat to subdivide and adjust the existing lot lines shared by two existing parcels, 131 Topaz (Lot 1, Shelby Dukes Sub) and 151 Topaz (Ketchum FR SE SW TL 8490 SEC 18 4N 18E) into three (3) lots and Approve Indemnification Agreement 20562 as a condition of the Plat approval - Suzanne Frick, Director of Planning & Building
14. Approval of Contract #20561 with Advanced Towing for Vehicle Relocation, Towing, and Storage Services - Grant Gager, Director of Finance & Internal Services

Councilor Hamilton requested that items #4, #7 and #10 be pulled from the consent agenda and considered separately.

Councilor Slanetz requested that item #14 be pulled from the consent agenda and considered separately.

Motion to approve consent agenda items #1, #2, #3, #5, #6, #8, #9, #11, #12 and #13.

Motion made by Councilor Hamilton, Seconded by Councilor David.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

For item #4, Councilor Hamilton asked about the Police Department expenditures and how a filled vacancy in the department could create a budgetary decrease. Grant Gager, Director of Finance & Internal Services, clarified that there was a short-term savings while the position was unfilled in October 2020, but that the position has since been filled.

For item #7, Councilor Hamilton asked if the River Run access trail off of Bird Drive is memorialized. Suzanne Frick, Director of Planning & Building, clarified that the access trail is part of the City's Right of Way and that the item up for approval would not impact the trail.

For item #10, Councilor Hamilton asked if funds were available for the entire scope of the contract and where those funds would be coming from. Suzanne Frick, Director of Planning & Building, clarified that the contract had been broken into two phases and that Phase 1 would total \$27,000 and would be paid for out of the Planning & Building Department's professional services budget. She stated that Phase 2 of the contract will be dependent on the outcomes of Phase 1 and will be budgeted at a later date.

For item #14, Councilor Slanetz asked for clarification on the contract's fee structure. Grant Gager, Director of Finance & Internal Services, explained that relocation is the primary work that the contractor is expected to perform at \$350/hour. A vehicle that is relocated will be issued a \$130 ticket, which will help the City to recover costs. In the event that a vehicle needs to be towed or impounded, the fee will be paid directly to the contractor.

Motion to approve consent agenda items #4, #7, #10 and #14.

Motion made by Councilor Hamilton, Seconded by Councilor David.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

After Item #19, Council President Breen asked the Council to reopen item #12. Mayor Bradshaw reopened consent agenda Item #12 and Council President Breen disclosed that she lives within 300ft. of the project and recused herself.

Motion to approve consent agenda item #12.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

Voting Yea: Councilor David, Councilor Hamilton, Councilor Slanetz

- NEW BUSINESS (no public comment required)
- PUBLIC HEARING

15. ACTION ITEM: Approval a lot line shift application to vacate the common boundary line between Lots 3A and 4A of Bavarian Village Subdivision located at 106 and 110 Rember Street and combine two lots to create Lot 3B, which will have a total area of 18,130 square feet - Suzanne Frick, Director of Planning & Building

Mayor Bradshaw disclosed that he lives within 300ft. of the subdivision and recused himself from the discussion. He then opened up the discussion for public comment. No public comment. The Mayor closed public comment.

Motion to approve Bavarian Village Subdivision Lot 3B Lot Line Shift Application, subject to conditions of approval 1-6.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

16. ACTION ITEM: Approval of a lot line shift for The Onyx at Leadville Residence consisting of a readjustment of lot lines to replat the limited common area to reconfigure the parking spaces - Suzanne Frick, Director of Planning & Building - **Continued to December 7, 2020**
17. ACTION ITEM: Approval of a lot line shift to amend the boundaries of unit 3 within Block 2 of the Trail Creek Condominiums Amended Subdivision located at 361 S Leadville Avenue. This readjustment of lot lines will expand the condominium unit to accommodate a new addition - Suzanne Frick, Director of Planning & Building

Mayor Bradshaw introduced the item and opened it up for public comment. No public comment. The Mayor closed public comment.

Motion to approve the Trail Creek Condominiums Unit 3A Lot Line Shift Application, subject to conditions of approval 1-6.

Motion made by Council President Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

18. ACTION ITEM: Approval of a Townhome Subdivision Preliminary Plat at 3020 Warm Springs Road to replat the Willis Condominiums No. 2 Amended parcel to reflect a new two-unit townhouse development - Suzanne Frick, Director of Planning and Building

Mayor Bradshaw introduced the item and opened it up for public comment. No public comment. The Mayor closed public comment.

Motion to approve the Waddell-Roush Townhouse Subdivision Preliminary Plat Application, subject to conditions 1-7 contained in the draft Findings of Fact, Conclusions of Law, and Decision and to adopt the draft Findings as presented.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

19. ACTION ITEM: Adoption of Ordinance #1214 amending Chapter 17.88 of the Ketchum Municipal Code, Floodplain Management Overlay District - Suzanne Frick, Director of Planning and Building - **Continued to December 7, 2020**

● EXECUTIVE SESSION

Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)

Motion to enter executive session pursuant to Idaho Code 74-206(1)(f).

Motion made by Councilor Slanetz, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

● ADJOURNMENT

Motion to adjourn at 4:45pm.

Motion made by Council President Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk



CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING

Monday, November 23, 2020, 5:00 PM

480 East Avenue, North, Ketchum, Idaho

Minutes

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at ketchumidaho.org/meetings. If you would like to comment on an agenda item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

- **CALL TO ORDER:** By Mayor Neil Bradshaw

Mayor Bradshaw called the meeting to order at 5:00 pm.

- **ROLL CALL**

PRESENT

Mayor Neil Bradshaw

Council President Amanda Breen (Teleconference)

Councilor Courtney Hamilton (Teleconference)

Councilor Jim Slanetz (Teleconference)

Councilor Michael David (Teleconference)

ALSO PRESENT

City Administrator Jade Riley

Fire Chief Bill McLaughlin

Director of Finance & Internal Services Grant Gager

Public Affairs & Administrative Services Manager Lisa Enourato

City Attorney Matt Johnson (Teleconference)

Police Chief Jamie Shaw (Teleconference)

- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

None

- **NEW BUSINESS** (no public comment required)

1. Update and discussion on current status of COVID-19 - Bill McLaughlin, Fire Chief

Mayor Bradshaw introduced the item and then turned it over to Fire Chief Bill McLaughlin.

The Fire Chief commented that Blaine County remains in the critical risk level and that last Friday the incidence rate was the highest since April. He said the most concerning factor, however, is hospital capacity. He stated that regional and statewide hospital capacity is severely

impacted, with staffing becoming a greater issue all the time. The Fire Chief also commented that hospital capacity tends to lag behind new cases and is, therefore, expected to continue to be an issue. He recommended we take additional measures to limit the spread of COVID within the community.

2. ACTION ITEM: Consideration and adoption of Health Order 20-06 - Neil Bradshaw, Mayor

Councilor David asked for an update on enforcement of, and compliance with, our existing Health Order in bars and restaurants. Chief McLaughlin stated that data is not widely available, but that some cases have been tied to restaurants and bars locally.

Councilor Slanetz asked for a clarification on the differences between the State of Idaho's Stage 2 Order and Ketchum's proposed Health Order. City Administrator Jade Riley commented that standards for construction and regulations for gyms and other similar facilities were added. Mayor Bradshaw mentioned that, other than the two additions, the Health Order was modified to better align with the State of Idaho's order and CDC guidelines. Councilor Slanetz commented that he still found it confusing.

Councilor Hamilton agreed that it is confusing because there have been so many iterations of regulations and recommendations locally and statewide.

Mayor Bradshaw suggested the first part of the second paragraph of Section 4 be amended to read "unless previously submitted" instead of "prior to resuming construction activity at any location."

Councilor Hamilton voiced her concern with enforcement of new regulations when existing regulations are not being followed throughout the community, especially with indoor gatherings.

Council President Breen echoed Councilor Hamilton's comments about enforcement and voiced her concerns with the Thanksgiving holiday and indoor gatherings. She referred to the City of Boise's process for reporting COVID violations and recommended that the City of Ketchum look into something similar.

Councilor Slanetz questioned the inconsistencies in the proposed Health Order between distancing requirements in different types of establishments (ie. churches, restaurants and gyms).

Councilor David agreed that there is a lot of inconsistency depending on business type. He voiced his support of the draft Health Order for the time being, while continuing to evaluate the situation. He stressed the importance of keeping businesses open, especially due to the lack of a safety net for small businesses and individuals who are struggling economically.

Council President Breen and Councilor Hamilton agreed with Councilor David's point. Councilor Hamilton highlighted the importance of the holidays for our local economy and encouraged us to do as much as we can now to slow the spread in order to keep our economy open during the holidays.

Councilor Slanetz agreed that it might be the right time to tighten restrictions a bit, but also mentioned his fear of not being able to loosen restrictions when things start to get better. He stressed the importance of being willing to ease off restrictions when the time is right.

Motion to approve Public Health Emergency Order No. 20-06, as amended by Mayor Bradshaw.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor Hamilton, Councilor Slanetz, Councilor David

- ADJOURNMENT

Motion to adjourn at 6:00pm.

Motion made by Council President Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President Breen, Councilor Hamilton, Councilor Slanetz, Councilor David

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"-9648008200,"9910000000"-9911810000"
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
MAEDA, AKIKO	111220	Refund Project Application - Withdrawn P20-080	475.00
SUN VALLEY PAINTING LLC	111720	Refund of Building Permit	297.00
Total :			772.00
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	22.95
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	45.00
Total LEGISLATIVE & EXECUTIVE:			67.95
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	39.20
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	63.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS,	3694	Window Envelopes	282.32
ASSOCIATED BUSINESS FORMS,	3702	1099 and Payroll Tax Forms	216.48
ATKINSONS' MARKET	04981917 1123	Office Supplies	21.15
ATKINSONS' MARKET	08192317	Office Supplies	7.39
CHATEAU DRUG CENTER	2306146	Batteries	8.54
COPY & PRINT, L.L.C.	104655	Office Supplies	91.08
COPY & PRINT, L.L.C.	104663	Blended Paper	24.19
PITNEY BOWES - RESERVE ACC	3312462746	Postage Meter Rental	377.16
TREASURE VALLEY COFFEE INC	2160 07096096	Spring Water	15.90
01-4150-4200 PROFESSIONAL SERVICES			
COPY CENTER LLC	1598	Social Distance Banners	90.00
COPY CENTER LLC	1603	Winter Parking Pilot Information Cards	190.00
SENTINEL FIRE & SECURITY, IN	59995	2347 - Atkinsons Park	93.00
SENTINEL FIRE & SECURITY, IN	60228	4784 - 480 East Ave.	93.00
BROWN, LINDA DIANE	2012	Delivery for December 2020	100.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
WOOD RIVER INSURANCE	2150	Notary Bond for Katrin Sharp	60.00
WRRC&D	112320	2021 Membership	252.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 11	2087264135 111320	979.42
CENTURY LINK	2087265574 11	2087265574 111320	54.48
CENTURY LINK	74754376 1124	74754376 112420	5.25
SYRINGA NETWORKS, LLC	20NOV0376	20NOV0376	3,000.00
VERIZON WIRELESS	965494438 111	965494438 111020	46.68
VERIZON WIRELESS	965494438 111	965494438 111020	41.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	17531	Computer Support	4,410.45
01-4150-5150 COMMUNICATIONS			
COPY CENTER LLC	1584	Winter Parking Pilot Information Cards	127.50
01-4150-5200 UTILITIES			
CITY OF KETCHUM	120120	9997 - November	333.70
CITY OF KETCHUM	120120	9994 - November	164.07
CITY OF KETCHUM	120120	772 - November	61.15
CITY OF KETCHUM	120120	360 - November	51.15
CLEAR CREEK DISPOSAL	0001367199	960 112520	34.20
CLEAR CREEK DISPOSAL	0001367202	960 112520	41.60
CLEAR CREEK DISPOSAL	0001367202	960 112520	253.50
CLEAR CREEK DISPOSAL	0001368377	951449 112520	60.00
IDAHO POWER	2200749261 11	2200749261 112420	1,348.73
IDAHO POWER	2203990334 11	2203990334 111020	41.61
IDAHO POWER	2206570869 11	2206570869 111020	8.33
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	498.96
INTERMOUNTAIN GAS	4491903000 11	4491903000 112320	25.70
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	2011-708471	Wheel Handle	8.29
IRISH ELECTRIC	12120	Forest Service Park Boiler Install	4,331.20
JEFF MINTZ WINDOW CLEANIN	7289	Window Cleaning at City Hall & Ore Wagon	630.00
WILRO PLUMBERS LLC	16432	Fire Dept Kitchen Sink Serviced	535.00
01-4150-5910 REPAIR & MAINT-491 SV ROAD			
BLAINE COUNTY TAX COLLECT	317100	491 E Sun Valley Road	2,624.66
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	1810 - 1841	19-1037	1,742.50
Total ADMINISTRATIVE SERVICES:			23,484.22
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	2489R 103120	General Services 2489R 103120	15,500.00
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120269	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			19,269.92
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	29.15
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	36.00
01-4170-4200 PROFESSIONAL SERVICES			
S & C ASSOCIATES LLC	1810 - 1841	18-1015	287.50
S & C ASSOCIATES LLC	1810 - 1841	18-1016	115.00
S & C ASSOCIATES LLC	1810 - 1841	20-1071	115.00
S & C ASSOCIATES LLC	1810 - 1841	20-1059	402.50
S & C ASSOCIATES LLC	1810 - 1841	20-1060	115.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
S & C ASSOCIATES LLC	1810 - 1841	20-1062	460.00
S & C ASSOCIATES LLC	1810 - 1841	20-1063	230.00
S & C ASSOCIATES LLC	1810 - 1841	20-1064	57.50
S & C ASSOCIATES LLC	1810 - 1841	20-1065	57.50
S & C ASSOCIATES LLC	1810 - 1841	20-1049	172.50
S & C ASSOCIATES LLC	1810 - 1841	20-1050	172.50
S & C ASSOCIATES LLC	1810 - 1841	20-1054	402.50
S & C ASSOCIATES LLC	1810 - 1841	20-1056	287.50
S & C ASSOCIATES LLC	1810 - 1841	20-1057	632.50
S & C ASSOCIATES LLC	1810 - 1841	20-1058	230.00
S & C ASSOCIATES LLC	1810 - 1841	19-1042	172.50
S & C ASSOCIATES LLC	1810 - 1841	20-1004	115.00
S & C ASSOCIATES LLC	1810 - 1841	20-1018	115.00
S & C ASSOCIATES LLC	1810 - 1841	20-1023	460.00
S & C ASSOCIATES LLC	1810 - 1841	20-1025	402.50
S & C ASSOCIATES LLC	1810 - 1841	20-1039	172.50
S & C ASSOCIATES LLC	1810 - 1841	19-1002	132.50
S & C ASSOCIATES LLC	1810 - 1841	19-1004	345.00
S & C ASSOCIATES LLC	1810 - 1841	19-1010	172.50
S & C ASSOCIATES LLC	1810 - 1841	19-1011	115.00
S & C ASSOCIATES LLC	1810 - 1841	19-1028	230.00
S & C ASSOCIATES LLC	1810 - 1841	19-1039	57.50
S & C ASSOCIATES LLC	1810 - 1841	17-1009	190.00

Total PLANNING & BUILDING:

6,482.65

NON-DEPARTMENTAL

01-4193-4500 1ST/WASHINGTON RENT

URBAN RENEWAL AGENCY	4448	Parking Lot Rent	3,000.00
----------------------	------	------------------	----------

01-4193-6500 CONTRACT FOR SERVICE

ECO EDGE	79004	Eco Edge Contract October 2020	937.50
ECO EDGE	80004	Eco Edge Contract November 2020	993.75

Total NON-DEPARTMENTAL:

4,931.25

FACILITY MAINTENANCE

01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	24.37
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	27.00

01-4194-3200 OPERATING SUPPLIES

CHATEAU DRUG CENTER	2305881	Gloves	23.74
GEM STATE PAPER & SUPPLY	1038264	Paper Supplies	200.79

01-4194-3500 MOTOR FUELS & LUBRICANTS

UNITED OIL	953143	38950 111520	468.99
UNITED OIL	954187	38950 113020	139.35

01-4194-4200 PROFESSIONAL SERVICES

ALPINE TREE SERVICE	47252	Deadwooding Mitchell	225.00
---------------------	-------	----------------------	--------

01-4194-4210 PROFESSIONAL SERVC-CITY TREES

ARBOR CARE	CMB375-5	Guy Coles Tree Care	60.00
ARBOR CARE	CMB378-5	Street Dept Tree Care	30.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
WEBB LANDSCAPING	K-IN-151984	Xmas Tree Town Square	299.99
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ISA MEMBERSHIP	204233 113020	Membership for Juerg Stauffacher	280.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	120120	9991 - November	52.26
CITY OF KETCHUM	120120	9995 - November	41.61
CITY OF KETCHUM	120120	9996 - November	51.16
CITY OF KETCHUM	120120	532 - November	51.16
CITY OF KETCHUM	120120	536 - November	124.83
CITY OF KETCHUM	120120	560 - November	13.87
CITY OF KETCHUM	120120	1127 - November	13.86
CITY OF KETCHUM	120120	1245 - November	37.29
CITY OF KETCHUM	120120	456 - November	13.87
CLEAR CREEK DISPOSAL	0001367198	960 112520	41.60
CLEAR CREEK DISPOSAL	0001367198	960 112520	137.18
CLEAR CREEK DISPOSAL	0001367200	960 112520	125.96
CLEAR CREEK DISPOSAL	0001367201	960 112520	246.88
CLEAR CREEK DISPOSAL	0001367201	960 112520	41.60
CLEAR CREEK DISPOSAL	0001367204	960 112520	74.35
CLEAR CREEK DISPOSAL	0001368048	56339 112520	64.16
CLEAR CREEK DISPOSAL	0001368049	56339 112520	137.00
IDAHO POWER	2201272487 11	2201272487 111920	229.64
IDAHO POWER	2203313446 11	2203313446 110920	5.29
IDAHO POWER	2203538992 11	2203538992 111920	81.56
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	11.99
INTERMOUNTAIN GAS	6566903000 11	6566903000 112320	9.79
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0127474-IN	Disinfectant Services	430.00
WESTERN BUILIDNG MAINTEN	0127474-IN	Monthly Janitorial Services	4,798.12
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-159701	Air Filter	24.39
RIVER RUN AUTO PARTS	6538-159757	Battery Maintainer	89.90
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2011-707356	Fuel Stabilizer	8.19
RIVER RUN AUTO PARTS	6538-159737	Tool Cat Battery	179.95
LET'S RIDE	330799	SKI DOO Repair	812.08
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2011-704630	Staples	8.78
A.C. HOUSTON LUMBER CO.	2011-707907	Shop Supplies	87.92
CHATEAU DRUG CENTER	2303526	Staples	7.58
CHATEAU DRUG CENTER	2303689	Xmas Light Stapler	23.73
CHATEAU DRUG CENTER	2306244	Nuts and Bolts	11.20
CHATEAU DRUG CENTER	2310657	Xmas Lights	3.79
LUTZ RENTALS	112809-1	Pull Starter	5.94
PIPECO, INC.	S3980079.001	Roof Rake	45.86
SALINAS, BALTHAZAR	102120	Supplies Reimbursement	6.15
SHERWIN-WILLIAMS CO.	2689-7	Office Paint	46.50
Total FACILITY MAINTENANCE:			9,976.22

Vendor Name	Invoice Number	Description	Net Invoice Amount
POLICE			
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	9.80
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2303687	CSO Winter Gear	56.49
CHATEAU DRUG CENTER	2303979	Winter Parking Sign Supplies	21.81
CHATEAU DRUG CENTER	2307824	Winter CSO Supplies	16.13
CHATEAU DRUG CENTER	2310092	CSO Glasses	14.24
DAVIS EMBROIDERY INC.	36668	Embroider Services	586.03
DAVIS EMBROIDERY INC.	36682	Embroider Services	62.97
KETCHUM AUTOMOTIVE INC.	90155	CSO Truck Tires and Maintenance	615.35
UNITED OIL	953152	39060 111520	68.77
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 111	965494438 111020	41.68
VERIZON WIRELESS	965494438 111	965494438 111020	41.68
VERIZON WIRELESS	965494438 111	965494438 111020	41.93
OMNI PARK	122376	Omni Park Subscription	437.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	17532	Computer Support - BCSO	1,647.00
DICK YORK'S AUTO SERVICE	87328	Winter Car Towing	800.00
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201035	BCSO Law Enforcement Services	118,755.16
Total POLICE:			123,216.04
FIRE & RESCUE			
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	74.80
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	117.00
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	2011-706312	White Safety Tape	25.47
ATKINSONS' MARKET	04981632 1122	Coffee and Supplies	22.78
CHATEAU DRUG CENTER	2304073	Storage Hooks	5.21
CHATEAU DRUG CENTER	2310086	Mop	9.02
COPY & PRINT, L.L.C.	104652	Supplies	35.25
COPY & PRINT, L.L.C.	105204	Supplies	7.60
PIPECO, INC.	S3977048.001	PVC Pipe	28.57
ST. LUKES HEALTH SYSTEM	2599640	Fire Dept Flu Shots	377.00
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	04981632 1122	Coffee and Supplies	22.78
CHATEAU DRUG CENTER	2304073	Storage Hooks	5.20
CHATEAU DRUG CENTER	2310086	Mop	9.02
CHATEAU DRUG CENTER	2310765	Lock Box	37.99
COPY & PRINT, L.L.C.	104652	Supplies	35.25
COPY & PRINT, L.L.C.	105204	Supplies	7.59
PRAXAIR DISTRIBUTION INC.	60241 735	Cylinder Rental	53.80
ST. LUKES HEALTH SYSTEM	2599640	Fire Dept Flu Shots	377.00
HENRY SCHEIN	85661911	Medical Supplies	446.93
HENRY SCHEIN	85662995	Medical Supplies	73.10
HENRY SCHEIN	86171578	Medical Supplies	534.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
HENRY SCHEIN	86200028	Medical Supplies	173.53
HENRY SCHEIN	86242102	Gloves	87.50
HENRY SCHEIN	86319963	Medical Supplies	105.60
TELEFLEX LLC	9503292282	EZ-IO Needles	562.50
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	953022	37267 111520	143.00
UNITED OIL	954056	37267 113020	56.13
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	953022	37267 111520	57.52
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001367517	1848 112520	57.46
COX WIRELESS	047339201 110	047339201 110720	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
VERIZON WIRELESS	765494480 111	765494480 111320	86.74
COX WIRELESS	027222301 112	027222301 112020	59.72
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
VERIZON WIRELESS	765494480 111	765494480 111320	86.74
COX WIRELESS	027222301 112	027222301 112020	59.71
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBOI1849503	5109 112320	10.14
CHATEAU DRUG CENTER	2310983	Tape and Glue	25.63
RIVER RUN AUTO PARTS	6538-160353	Headlamp	31.90
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
ALSCO - AMERICAN LINEN DIVI	LBOI1849503	5109 112320	10.14
RIVER RUN AUTO PARTS	6538-160120	Wiper Blade	29.90
CURTIS TOOLS FOR HEROES	INV438485	Jumbo Lok	70.89
01-4230-7600 OTHER MACHINERY & EQUIP FIRE			
MUNICIPAL EMERGENCY SERIC	IN1521323	Fire Regulators	19,942.00
Total FIRE & RESCUE:			24,062.24
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	47.58
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	81.00
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2011-709644	Dividers	30.14
D & B SUPPLY INC.	30145	Work Shirts	89.97
D & B SUPPLY INC.	30146	Work Shirts	64.97
D & B SUPPLY INC.	87927	Work Boots	135.99
GEM STATE PAPER & SUPPLY	1039002	Paper Supplies	121.54
GEM STATE PAPER & SUPPLY	1039022	Paper Supplies	121.54
RIVER RUN AUTO PARTS	6538-160322	Shop Towels	39.95
01-4310-3400 MINOR EQUIPMENT			
FASTENAL COMPANY	IDJER93982	Safety Glasses	134.82

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	68917071	Fuel Purchases	1,108.20
UNITED OIL	953023	37269 111520	2,676.55
UNITED OIL	954057	37269 113020	437.93
01-4310-4200 PROFESSIONAL SERVICES			
JOE'S BACKHOE SERVICES, INC.	238718	Dumptruck Snow Removal	3,780.00
LUNCEFORD EXCAVATION, INC.	11463	Snow Hauling	3,240.00
RICK'S EXCAVATION, INC.	621	Snow Hauling	2,200.00
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LOCAL HIGHWAY TECHNICAL A	T2-111920-5	Winter Webinar	60.00
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 111	365459737 111320	86.36
01-4310-5200 UTILITIES			
CITY OF KETCHUM	120120	9993 - November	90.62
CITY OF KETCHUM	120120	9999 - November	64.36
IDAHO POWER	2204882910 11	2204882910 111120	436.29
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	597.10
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	164.46
INTERMOUNTAIN GAS	4943933000 11	4943933000 112320	97.52
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	037678	Credit	132.89-
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2011-705308	Snow Shovels and Brooms	215.01
BOISE RIGGING SUPPLY	096070	Crane Safety Rigging	210.55
CLEARWATER POWER EQUIPME	11202308	Boss Plow Motor	310.67
COLOR HAUS, INC.	240633	Plowtruck Paint	91.07
FASTENAL COMPANY	IDJER93829	Plowtruck Parts	19.19
NAPA AUTO PARTS	012406	Credit	8.48-
NAPA AUTO PARTS	035942	Sign Truck Brake Booster	214.75
NAPA AUTO PARTS	036759	Impact Socket	107.99
NAPA AUTO PARTS	036944	Oil Filter	65.16
NAPA AUTO PARTS	036962	Fuel Filter	8.58
NAPA AUTO PARTS	036977	Fuel Filters	17.16
NAPA AUTO PARTS	037132	Fuel Filter	4.29
NAPA AUTO PARTS	037223	Battery	144.39
NAPA AUTO PARTS	037451	Credit	32.26-
NAPA AUTO PARTS	037737	Oil and Air Filter	39.78
NAPA AUTO PARTS	037897	Link Pin	1.29
NAPA AUTO PARTS	636533 062520	Truck Battery	112.79
RIVER RUN AUTO PARTS	6538-159727	Plowtruck Wire Loom	10.98
RIVER RUN AUTO PARTS	6538-159966	Diesel Exhaust Fluid	35.90
RIVER RUN AUTO PARTS	6538-159974	Wiper Blade	14.95
RIVER RUN AUTO PARTS	6538-160248	Impact Hose Repair	26.78
RIVER RUN AUTO PARTS	6538-160250	Impact Hose Repair	6.49
RIVER RUN AUTO PARTS	6538-160324	Lube	15.37
RIVER RUN AUTO PARTS	6538-160340	Fuel Filter	9.07
RIVER RUN AUTO PARTS	6538-160434	Grease Fitting	5.50
RIVER RUN AUTO PARTS	6538-160623	Brake Cleaner	42.00
WESTERN STATES CAT	04C0083184	Dozer Padlock	162.60
WESTERN STATES CAT	CM0097719	Credit	183.41-
WESTERN STATES CAT	IN001486580	Edges	893.76
WESTERN STATES CAT	SC259987	Loader Repair	168.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
JACKSON GROUP PETERBILT	233361	Dozer Part	37.36
JACKSON GROUP PETERBILT	233569	Glovebox Latch Kit	165.00
JACKSON GROUP PETERBILT	233961	Scotseal Plus	96.38
JACKSON GROUP PETERBILT	234249	Oil Pan Gasket	52.22
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11847213	5831 111320	38.86
ALSCO - AMERICAN LINEN DIVI	LBO11849065	5831 112020	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11850809	5831 112720	38.87
CINTAS FIRST AID & SAFETY	5033166839	First Aid Supplies	53.01
CINTAS FIRST AID & SAFETY	5042019617	First Aid Supplies	169.23
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 11	2200059315 110920	5.29
IDAHO POWER	2200506786 11	2200506786 110920	6.23
IDAHO POWER	2201013857 11	2201013857 111920	17.52
IDAHO POWER	2201174667 11	2201174667 110920	11.61
IDAHO POWER	2202627564 11	2202627564 110920	8.54
IDAHO POWER	2203027632 11	2203027632 111220	10.58
IDAHO POWER	2203855230 11	2203855230 111920	47.45
IDAHO POWER	2204535385 11	2204535385 111920	36.64
IDAHO POWER	2204882910 11	2204882910 111120	674.81
IDAHO POWER	2205963446 11	2205963446 110920	24.87
IDAHO POWER	2206773224 11	2206773224 111920	9.48
IDAHO POWER	2207487501 11	2207487501 111920	6.44
IDAHO POWER	2224304721 11	2224304721 110920	13.22
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	155	Tons Asphalt	3,441.49
FASTENAL COMPANY	IDJER94058	Sign Bases	69.60
IDAHO LUMBER & HARDWARE	812565 031120	Credit 812565 031120	80.00
LUTZ RENTALS	112645-1	Propane	37.18
WEBB LANDSCAPING	120220	Jane and Howard Paver Renovation	3,095.91
SALTWORX INC	1105	High Performance Road Salt	15,210.21
Total STREET:			41,841.54
RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	25.80
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	36.00
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
GEM STATE PAPER & SUPPLY	1038519	Calendars	44.43
GEM STATE PAPER & SUPPLY	1038519-01	Wall Calendar	33.96
01-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2011-706069	Fasteners	8.13
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	01342141	Concessions	15.60
ATKINSONS' MARKET	04476597	Concessions	106.79
ATKINSONS' MARKET	04486639	Concessions	62.67
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	113100-1	Propane	37.41

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 11	2206452274 112520	332.11
INTERMOUNTAIN GAS	3190403000 11	3190403000 112320	105.25
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-160588	Wiper Blades	25.90
Total RECREATION:			834.05
Total GENERAL FUND:			254,938.08
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80651707	Lease Services	236.56
DELL FINANCIAL SERVICES	80656958	computer rentals	1,465.97
Total GENERAL CIP EXPENDITURES:			1,702.53
Total GENERAL CAPITAL IMPROVEMENT FD:			1,702.53
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	64	Monthly Payment per contract	9,166.66
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11417	Monthly Installment 1/12	39,083.34
MOUNTAIN RIDES	11418	Monthly Installment 2/12	39,083.34
Total ORIGINAL LOT TAX:			87,333.34
Total ORIGINAL LOT FUND:			87,333.34
ADDITIONAL 1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	120220	December 2020 Additional 1%	177,324.51
SUN VALLEY AIR SERVICE BOA	120220	Direct Cost's	5,522.68-
Total ADDITIONAL 1%-LOT:			171,801.83
Total ADDITIONAL 1%-LOT FUND:			171,801.83
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4205 PROF SERVICES ENGINEERING			
MATERIALS TESTING & INSPEC	179453 T20007	179453 T200074C Masonry Inspector	805.00
COLE ARCHITECTS PLLC	1599	Fire Station Design	15,393.76
42-4800-7800 CONSTRUCTION			
CORE CONSTRUCTION SERVICES	20-01-006 JV9	20-01-006 JV90 APP 5	629,217.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE FUND EXP/TRNFERS:			645,416.06
Total FIRE CONSTRUCTION FUND:			645,416.06
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	22.70
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	27.00
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	62010	Utilities Billing	436.16
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2011-705491	Bucket	4.99
A.C. HOUSTON LUMBER CO.	2011-706201	Gloves	23.99
ALSCO - AMERICAN LINEN DIVI	LBO11849069	5192 112020	25.60
ALSCO - AMERICAN LINEN DIVI	LBO11849073	5493 112020	52.40
LUTZ RENTALS	113500-1	Propane	16.83
USA BLUEBOOK	428763	Blue Flag	42.33
63-4340-3250 LABORATORY/ANALYSIS			
GO-FER-IT	99181	292 113020	34.00
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2010-698505	Drill Bit	13.29
McMASTER-CARR SUPPLY CO.	49068764	Impact Wrench	205.99
PIPECO, INC.	S3984985.001	Dead Blow Hammer	12.71
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	953025	37271 111520	315.06
UNITED OIL	954059	37271 113020	79.76
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	826070	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SERVICES			
BANYAN TECHNOLOGY INC.	20750	Rotary Park Temperature Sensor	127.50
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 11	2087250715 110420	122.10
CENTURY LINK	2087268953 11	2087268953 111320	57.10
VERIZON WIRELESS	365516521 111	365516521 111320	129.20
VERIZON WIRELESS	965494438 111	965494438 111020	41.68
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 11	2202458903 111820	396.53
IDAHO POWER	2203658592 11	2203658592 112520	4,363.39
IDAHO POWER	2206786259 11	2206786259 111820	33.86
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	9.79
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	30.27
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
SILVER CREEK SUPPLY	S3978815.001	Premixed Rhogard	64.24

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
GRAINGER, INC., W.W.	9720068908	Electric Heater	544.83
PLATT ELECTRIC SUPPLY	1A25255	Parts	320.61
PLATT ELECTRIC SUPPLY	1A34481	Parts	44.31
RIVER RUN AUTO PARTS	6538-159462	Oil Filter and Oil	133.94
RIVER RUN AUTO PARTS	6538-159518	Air Filter	44.53
SCHONSTEDT INSTRUMENT CO	CD101090	Advanced Repair of GA-72CD	267.00
Total WATER EXPENDITURES:			8,295.93
Total WATER FUND:			8,295.93
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0764470	Meters	3,150.36
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0765399	Meter Pits	4,219.81
FERGUSON ENTERPRISES, LLC	CM062088	Meter Pits Credit	4,397.70-
64-4340-7802 KETCHUM SPRING WA CONVERSION			
LUNCEFORD EXCAVATION, INC.	11476	100 Leadville Leak Service	2,391.65
LUNCEFORD EXCAVATION, INC.	11482	Sun Valley Rd Leak Services	4,945.74
S & C ASSOCIATES LLC	1810 - 1841	19-1072	265.00
Total WATER CIP EXPENDITURES:			10,574.86
Total WATER CAPITAL IMPROVEMENT FUND:			10,574.86
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	778683	FSA/HRA November 2020	35.85
STARLEY-LEAVITT INS. AGENCY	656431	16531 112320	54.00
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	62010	Utilities Billing	654.24
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11849069	5192 112020	25.60
ALSCO - AMERICAN LINEN DIVI	LBO11849071	5292 112020	120.56
ATKINSONS' MARKET	04980897 1120	Distilled Water	6.43
GEM STATE PAPER & SUPPLY	1039094	Paper Supplies	135.34
TREASURE VALLEY COFFEE INC	2160 07083985	Tea	14.03
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	953024	37270 111520	52.11
UNITED OIL	954058	37270 113020	120.65
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087255045 11	2087255045 110420	58.11
VERIZON WIRELESS	965494438 111	965494438 111020	24.59
VERIZON WIRELESS	965494438 111	965494438 111020	40.01

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 11	2202158701 111620	7,945.27
IDAHO POWER	2202703357 11	2202703357 111820	92.44
IDAHO POWER	2206786259 11	2206786259 111820	33.86
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	150.22
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	170.27
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	9.79
INTERMOUNTAIN GAS	3264933000 11	3264933000 112320	30.28
INTERMOUNTAIN GAS	5820868855 11	5820868855 112320	9.79
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700662022	Flat Repair	43.04
NAPA AUTO PARTS	036745	Wiper Blade	12.86
RIVER RUN AUTO PARTS	6538-159870	Starting Fluid	2.99
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	2011-707633	Paint and Metal Disc	43.32
BANYAN TECHNOLOGY INC.	20754	Ethernet Switches	634.55
COLUMBIA ELECTRIC SUPPLY	8819-579550	Powerflex and Nema Kit	1,056.00
LUTZ RENTALS	113490-1	Grinder Disc	14.36
NAPA AUTO PARTS	011035	Treadlocker	6.99
NAPA AUTO PARTS	037744	Brake Cleaner	1.99
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
NAPA AUTO PARTS	035397	Oil and Oil Filter	17.33
PIPECO, INC.	S3982969.001	Green Marking Paint	52.14
Total WASTEWATER EXPENDITURES:			11,669.01
Total WASTEWATER FUND:			11,669.01
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH			
WHITE PETERSON	2489R 103120	PEG 2489R 103120	2,567.38
94-4900-8002 IEG RIVER-ROW 511 RIVER #445			
MAGLEBY CONSTRUCTION	111720	Release of Bond for 511 River St.	5,000.00
94-4900-8020 IEG RIVER-511 RIVER ST			
IEG RIVER ST, LLC	111720	Performance Bond Release	18,900.00
94-4900-8024 PFAEFFLE-200 N LEADVILLE			
PFAEFFLE, JEFFREY	111220	Bond Release for D20-011	22,500.00
Total DEVELOPMENT TRUST EXPENDITURES:			48,967.38
Total DEVELOPMENT TRUST FUND:			48,967.38
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-7201 FUTURE ESF CITY HALL			
CSHQA	34359	New City Hall Design	13,135.45
WESTOVER ARTWORKS LLC	KCH01	New City Hall Public ART Consultation	1,255.70

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ESF TRUST EXPENDITURES:			14,391.15
Total ESSENTIAL SERVICES FAC. TRUST:			14,391.15
Grand Totals:			<u>1,255,090.17</u>

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No, Yes



City of Ketchum

November 24, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contract #20567,
Comprehensive Service Agreement with Banyan Technology, Inc.**

Recommendation and Summary

Staff recommends the council approve Contract #20567, a Comprehensive Service Agreement with Banyan Technology, Inc. and adopt the following motion:

"I move to approve Contract #20567, a Comprehensive Service Agreement with Banyan Technology, Inc. for \$9,527.00 and authorize Mayor Bradshaw to sign the agreement."

The reasons for the recommendation are as follows:

Under this agreement, Banyan Technology, Inc. will provide the following:

- Periodic site visits for SCADA system monitoring and updates
- 24/7 telephone support
- Backup media of all programs
- Priority onsite response to troubleshoot and repair failures
- Discounted hourly rates for services outside of the agreement

Introduction and History

The wastewater treatment facility is controlled by a complex Supervisory Control and Data Acquisition (SCADA) system. The SCADA system is configured to coordinate various equipment activities and treatment processes throughout the entire facility. Functions of the facility are monitored, recorded, and displayed to a central location where wastewater staff can direct the effective treatment of the city's wastewater. The SCADA system notifies the on-call operator when there is a mechanical failure, treatment processes are out of acceptable parameters, or an intrusion has occurred at the treatment plant.

Analysis

The SCADA system is developed and maintained by an outside contractor.

- Banyan Technology, Inc. has provided the technical and programming support of the Wastewater SCADA system for the past 17 years, the last 14 through an annual service contract.

- Throughout the past 17 years, Banyan Technology, Inc. has flawlessly fulfilled all the terms of the service contracts.

Financial Impact

The cost of this service agreement is \$9,527.00. This is an operational expense which will be shared with the Sun Valley Water and Sewer District based on the operational flow split between the City and the District. Payment for the agreement will come out of the Professional Services budget line item of the Wastewater Fund.

Attachments:

Banyan Technologies Comprehensive Service Agreement
Banyan Contract Terms and Conditions
Banyan Technologies Rate Schedule



Comprehensive Service Agreement

THIS AGREEMENT entered into this 1st day of November, 2020 between City Of Ketchum Waste Water Treatment Plant hereinafter referred to as the “CLIENT” and Banyan Technology Inc., hereinafter referred to as “Banyan”.

WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing PLC’s and HMI SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN’s services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number or IP connection which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct periodic project visits to access system status and report to the CLIENT any problems that need to be addressed. Visits may be used to conduct training and make system modifications at owner’s discretion. Banyan to spend up to an average 6 hours per month (including travel time) during the contract period.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (See attached rate sheet.)
5. All repairs and maintenance shall be consistent with the International Standards and Practices for Design and Construction of Telecommunications as adopted by the city.

The lump sum cost of the above outlined services from 11/1/2020 to 11/1/2021 shall be \$ 9,527.00

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED “TERMS AND CONDITIONS” ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

BANYAN:

By (signature)

Banyan Technology
TERMS AND CONDITIONS

GENERAL

Banyan shall provide for CLIENT control systems programming and design services in all phases of the Project to which this Agreement applies. These services will include Control Systems Representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER**

EXPRESSED OR IMPLIED.

Banyan shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Banyan.

Banyan has not been retained to have control over Contractor(s) work nor shall Banyan have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Banyan can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

OPINIONS OF COST

Since Banyan has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Banyan's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Banyan's experience and qualifications and represent Banyan's best judgment as an experienced and qualified control systems integrator, familiar with the construction industry; but Banyan cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Banyan. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. Banyan's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by Banyan pursuant to this Agreement are instruments of service in respect of the Project and Banyan shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by Banyan for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Banyan.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of Banyan Technology.

SUCCESSORS AND ASSIGNS

CLIENT and Banyan each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Banyan are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Banyan, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Banyan and not for the benefit of any other party.

TIMES OF PAYMENTS

Banyan shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due Banyan for services and expenses within sixty (60) days after receipt of Banyan's statement therefor, the amounts due Banyan will be increased at the rate of 1% per month from said tenth day, and in addition, Banyan may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until Banyan has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, Banyan will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by Banyan. Furthermore, the CLIENT will be reimbursed for any unused prepaid amount of the Agreement.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, Banyan, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and Banyan and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and Banyan.



Rate Schedule Effective January 01, 2020

PLC Programming/HMI Programming/Field Service

Our hourly rates for custom PLC programming, Design, Telephone and Field Support are \$ 125.00 per hour. After hour, weekend, and holiday rates will be billed at \$ 150.00 per hour with a 4 hour minimum.

Travel Time

Travel time is based on the travel time from our field service technician's current location to and from your location, and billed at the appropriate hourly rate. Mileage to and from your location will be billed at the rate of 65 cents per mile. Air travel, hotel, and meals will be billed at cost plus 15%.

Rates and Services for Contract Customers

Banyan offers discounted rates for "Contract Customers." A "Contract Customer" is defined as a person or organization that commits to a service agreement with Banyan and guarantees payment of the negotiated fee annually. Since each organization's needs are different, agreements with Banyan Technology Inc. will differ. The annual fee is determined by the services you choose and the size of your system. As a contract customer you will get:

- 24 hour/7 days per week service/support commitment for on-site and telephone support.
- Priority Response Time - your issues are taken care of before non-contract customers.
- HMI software, training, reporting, and onsite trouble-shooting services outside of the agreement are billed at a discounted rate of \$ 105.00/hour, with no increase in rates for after hours service calls.
- PLC Programming services are also billed at a discounted rate of \$ 105.00/hour, with no increase in rates for after hours programming.



City of Ketchum
City Hall

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization to Approve Contract #20569 for Design Services and Social Media Management

Recommendation and Summary

Staff is recommending Council approve Contract #20569 for design services and social media management with Molly Snee.

"I move to approve Contract #20569 for design services and social media management with Molly Snee."

The reasons for the recommendation are as follows:

- The City of Ketchum provides information to the public in a variety of formats.
- Design services are necessary to produce informational materials.
- The city does not have a staff person with graphic design skills or the resources to manage its social media accounts.

Introduction and History

In FY2020, the city contracted with Molly Snee for graphic design services. The contract amount was \$54,000. In May 2020, Snee's contract was reduced by 30% to accommodate for the anticipated loss of city revenue due to COVID-19. Contract #20569, in the amount of \$37,800, maintains the 30% reduction from the previous contract. The fee for custom work is \$75 per hour.

In addition to print materials such as brochures, signage, advertisements, etc., the city's social media accounts; Facebook, Instagram and Twitter are also used to distribute city information. Social media management requires current information and constant attention. Snee has the expertise to manage the city's social media accounts and provide illustration specific to the post. The annual fee for social media management is \$12,000.

Analysis

Certain items in the current contract's scope of work have been reclassified in Addendum 1 of Contract #20569 as custom work due to the reduced contract fee. Custom work is any type of project not outlined in Addendum 1, or any outside project such as permanent installations, special- or long-term use or purchase of work created by Snee.

The city's social media is necessary to distribute information to certain demographics. Currently, Facebook has 3,568 followers, Instagram has 3,169 and Twitter has 2,447.

Sustainability Impact

Utilizing social media provides savings in the production of paper and other print materials.

Financial Impact

The financial requirements for this contract total \$49,800 and will be funded through administrative services department expenditures for communications.

Attachment:

Contract #20569



City of Ketchum

**Design Services Agreement #20569
Molly Snee**

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of _____ by and between Molly Snee (“Contractor”) and the City of Ketchum (“City”), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to produce and distribute a bi-monthly newsletter to its database; promote advertising for public workshops, city positions and recreational opportunities, and certain informational marketing materials.
- B. City utilizes various mediums to distribute informational materials such as its website, newspaper, electronic newsletter, social media and printed materials.
- B. Contractor has the expertise and artistic skills necessary to design materials to promote for the city in all available communication channels.
- C. City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Services.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the “Services”).
2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor four thousand, one-hundred fifty dollars (\$4,150) to be billed at the end of each month of service. Hourly fee for custom work to be billed at \$75 per hour.
3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **Independent Contract/No Partnerships or Employee Relationship.**

a. By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

b. In rendering the services contemplated by this Agreement, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. Contractor may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

e. Branding style created for City will remain exclusive to City.

f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials, and to provide management of social media outlets, required by City.

b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.

c. Contractor hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly,

Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement, or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of each of the legal successors, assigns, transferees, grantees and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Mediation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney's fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.

14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.

15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Contractor shall indemnify and hold harmless City and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

MOLLY SNEE

Neil Bradshaw
Mayor

Molly Snee

ATTEST:

Katrin Sharp
Deputy City Clerk

Addendum 1: “The Services”

Contractor will provide the following design and social media management services to City in accordance with Contract #20569.

ART SERVICES

- Organize content and design the City newsletter.
- Employ the use of illustration or photography at its discretion. This includes the use of a full color “seasonal illustration” that changes every three months.

ADDITIONAL DESIGN WORK

- Services for any printed material, advertising, marketing projects or community outreach.
- Contractor will be given at least three (3) business days’ notice for single-piece design projects (i.e. newspaper ads, fliers, public health announcements), and at least ten (10) business days’ notice for complex design projects (i.e. design requiring multiple pieces or large scale format; such as Visitor Center window pieces, construction site fencing, brochures, etc.).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see “Custom Work”).

CUSTOM WORK

- Any type of project not outlined above, or any outside project which could include permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.
- Hourly rate for custom work is \$75 per hour.

SOCIAL MEDIA

- Curate images and write content for 3-5 Instagram feed posts per week (also shared to Facebook and Twitter).
- Unlimited Instagram story content.
- Management of interactions and comments from followers on Instagram, Facebook and Twitter.
- Monitor posts and coordinate with City on response, if appropriate.
- Up to 4 Facebook specific formats (i.e. creating event pages).
- Creation of up to four custom illustrations, including animations, for post-specific use (typically at Contractor’s discretion).
- Redesign formatting as needed.



City of Ketchum
City Hall

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Authorize the Mayor to Sign Letter of Support
to Urge Passage of LGBTQ Nondiscrimination Protections**

Recommendation and Summary

Staff requests City Council authorize the Mayor to sign the Municipal Leaders' Open Letter to the U.S. Senate Urging Passage of LGBTQ Nondiscrimination Protections.

"I move to authorize the Mayor to sign a letter of support to urge passage of LGBTQ Nondiscrimination Protections."

The reasons for the recommendation are as follows:

- Letter is to raise the visibility of the current lack of protections and highlight the support of local leaders
- Ketchum would represent Idaho, one of 29 states currently lacking protections

Current Report

The campaign to urge the passage of LGBTQ Nondiscrimination Protections is being led by Freedom for All Americans, the bipartisan campaign for comprehensive nondiscrimination laws for LGBTQ Americans, and Mayors Against LGBTQ Discrimination, a coalition of more than 400 municipal leaders dedicated to securing inclusive nondiscrimination protections for all, including LGBTQ individuals.

The letter of support is specifically on behalf of municipal leaders from the 29 states currently lacking statewide nondiscrimination protections, including Idaho. The letter will be shared directly to Members of Congress and publicly through social media prior to the start of the 2021-22 Congressional Session.

This effort is part of the overall campaign to pass the Equality Act, a bill providing comprehensive protections for the LGBTQ community in employment, housing, health care and public spaces.

Sustainability Impact

There is no sustainability impact.

Financial Requirement/Impact

There is no financial impact.

Attachments: Letter of Support



City of Ketchum

December 7, 2020

Honorable Members of Congress
United States House and Senate
Washington, D.C. 20510

Dear Member of Congress,

As municipal leaders representing the 29 states which lack comprehensive nondiscrimination protections for our LGBTQ constituents, we urge you to act and pass federal protections to provide security to our citizens and consistency throughout our states and nation.

All too often, lesbian, gay, bisexual, and transgender people experience discrimination in housing, health care, public spaces such as hotels and restaurants, and in other areas of public life. According to a recent study, more than 1 in 3 LGBTQ Americans faced discrimination of some kind in the past year, including more than 3 in 5 transgender Americans. That is something no American should have to face.

Where possible, mayors, city councilors, county executives and other officials have enacted a wide range of local laws and ordinances prohibiting discrimination. More than 400 local and county ordinances have been enacted in the 29 states currently lacking comprehensive protections, and more than 660 have passed in all fifty states - from Miami, Florida to Anchorage, Alaska. The list of cities and counties includes localities large and small, from major population centers such as Phoenix, Philadelphia, and Dallas, to smaller cities and towns such as Whitefish, Montana; Beckley, West Virginia; and the 334-person town of Vicco, Kentucky.

These local ordinances have helped make communities more inclusive and send the message that everyone is welcome. They have made workplaces stronger, too – because when everyone can focus on doing their jobs and providing for their families, we all thrive. However, these efforts are simply not enough.

This patchwork of protections is unworkable for LGBTQ people who are vulnerable where they live and when they travel, for national businesses who wrestle with different standards in different places, and for people on all sides of the political spectrum who support fair and consistent treatment for their LGBTQ neighbors. Even when protections exist, each time an LGBTQ resident commutes to another city for work, or visits other states, their level of protection changes, sputtering in and out like frustrating cell phone reception. Usage and enforcement of these protections can vary widely from city to city. This creates a confusing tangle of local ordinances, state laws, court opinions and administrative rulings, which is nearly impossible for the average person to navigate. Landlords, employers, and businesses, especially those with multiple locations, lack a uniform landscape to inform their personnel policies and determine the scope of their obligations. Only comprehensive federal legislation can resolve this patchwork and provide clear and consistent guidelines for all to follow.

As local leaders, we have been having these conversations in our communities for years. After all, municipal leaders represent the level of government most closely connected to our communities. We see first-hand the harms that result when individuals are denied equal treatment. And when our LGBTQ constituents face the concrete and wide-ranging effects of discrimination - from eviction, to loss of a job, to denial of health care coverage - it is typically local governments providing the essential services and assistance needed to support them.

As elected officials we have the obligation to ensure through legislation that all are treated equally under the law – it is the golden rule of democracy. And in every state across the country, a supermajority of Americans supports common sense protections for the LGBTQ community. It’s time for Congress to fulfill its responsibility and pass a federal law making clear that no one should face discrimination because of who they are, who they love or what zip code they call home.

It is time to pass nondiscrimination protections for LGBTQ people at the federal level. America is ready. And now, as elected officials, Congress, it is in your hands.

Thank you.

Sincerely,

Neil Bradshaw
Mayor



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20564 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20564 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20564 with Idaho Power."

The reasons for the recommendation are as follows:

- The encroachment is necessary to upgrade power at 150 Spur Lane
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Idaho Power would like to install approximately 50 ft. of underground conduit and power lines within the City's Right-of-Way on Spur Lane. The proposed project ties into an existing at-grade junction box within the City's ROW and extends to a new pad mounted transformer on 150 Spur Lane.

Analysis

Staff has reviewed the layout of the proposed utilities. No above grade facilities are proposed within the City's ROW therefore the underground power lines as proposed do not impact public access or maintenance.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20564

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20564

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of underground electrical power lines and conduit in the public right-of-way at 150 Spur Lane. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit "A" within the public right-of-way at 150 Spur Lane, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
 Neil Bradshaw
 Its: Mayor

STATE OF _____,)
) ss.
 County of _____)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

 Notary Public for _____
 Residing at _____
 Commission expires _____

STATE OF IDAHO)
) ss.
 County of Blaine)

On this ___ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

 Notary Public for _____
 Residing at _____
 Commission expires _____

EXHIBIT "A"

No Avian Protection Restriction



141

151

140

161

150

REMOVE 1/0AL PRIMARY CONDUCTOR BETWEEN SL9 AND SL10. CUT INTO EXISTING CONDUIT SYSTEM AND TRENCH BACK TO EAST AND UP TO PROPERTY TO SET NEW PADMOUNT TRANSFORMER. INSTALL NEW SECONDARY BACK TO EXISTING J-BOX.

SL9
SL8
50 B

C/L SPUR LN



Customer: _____ Date: _____

Job Title: **MOTT, TIMOTHY - 150 SPUR LN/KET UNDERGROUND LINE EXTENSION**

Additional Description: **CUT IN NEW 1/0AL PRIMARY LINE EXTENSION TO NEW PADMOUNT TRANSFORMER.**

Additional Description: **LOOP IN AND OUT AND PULL NEW CONDUCTORS.**

SWPP: ----



Feeder Map File Name: KCHM1501				
Qua	Twn	Rng	Sec	Mer
1	04N	18E	07	BM
State	County			
ID	Blaine			

Surveyed or GPS: **GPS**
 Joint Use Attachment: **NO**
 Pre-Built Date: ----
 Built as Designed: ----
 Construction Date: ----
 Operating Voltage: **7.2kV**

FDR By: ----
 Date: ----
 ArcFM By: ----
 Date: ----

Designer: **CDC0468**
 Design No: **0000145470**
 Work Order No: **2756**

45 2



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20565 for placement of a concrete paver approach and snowmelt in the City Right-of-Way at 154 Bird Drive.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20565 with West Ketchum Residences, LLC."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the street
- The improvements will not impact drainage and snow removal within the City ROW

Introduction and History

Destry Simpson on behalf of West Ketchum Residences, LLC submitted a Right-of-Way Encroachment Permit application to install a concrete paver approach and snowmelt within the City's Right-of-Way along Bird Drive at 154 Bird Drive.

Right-of-Way standards were developed to achieve goals of pedestrian mobility, drainage, parking and provide materials that can be reasonably maintained by the city. Because the sidewalk paver materials and snowmelt system cannot be reasonably maintained by the city, the property owner will be responsible for repair and maintenance.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20565

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20565

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and West Ketchum Residences, LLC, (collectively referred to as “Owner”), whose address is PO BOX 284, SUN VALLEY, IDAHO 83353.

RECITALS

WHEREAS, Owner is the owner of real property described as 154 Bird Drive (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of concrete pavers and snowmelt system within the right-of-way on Bird Drive. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit “A” within the public right-of-way of Bird Drive in Ketchum, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner’s agents, contractors or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from

Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Robert Parker, Member
VP Companies, Inc.

By: _____
Neil Bradshaw
_____ Its: Mayor

STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Robert Parker, known or identified to me to be a Member of West Ketchum Residences, LLC, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

By: _____
Willard W. McDowell, Member
Mc&W, LLC

STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared James R Laski, known or identified to me to be a Member of West Ketchum Residences, LLC, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

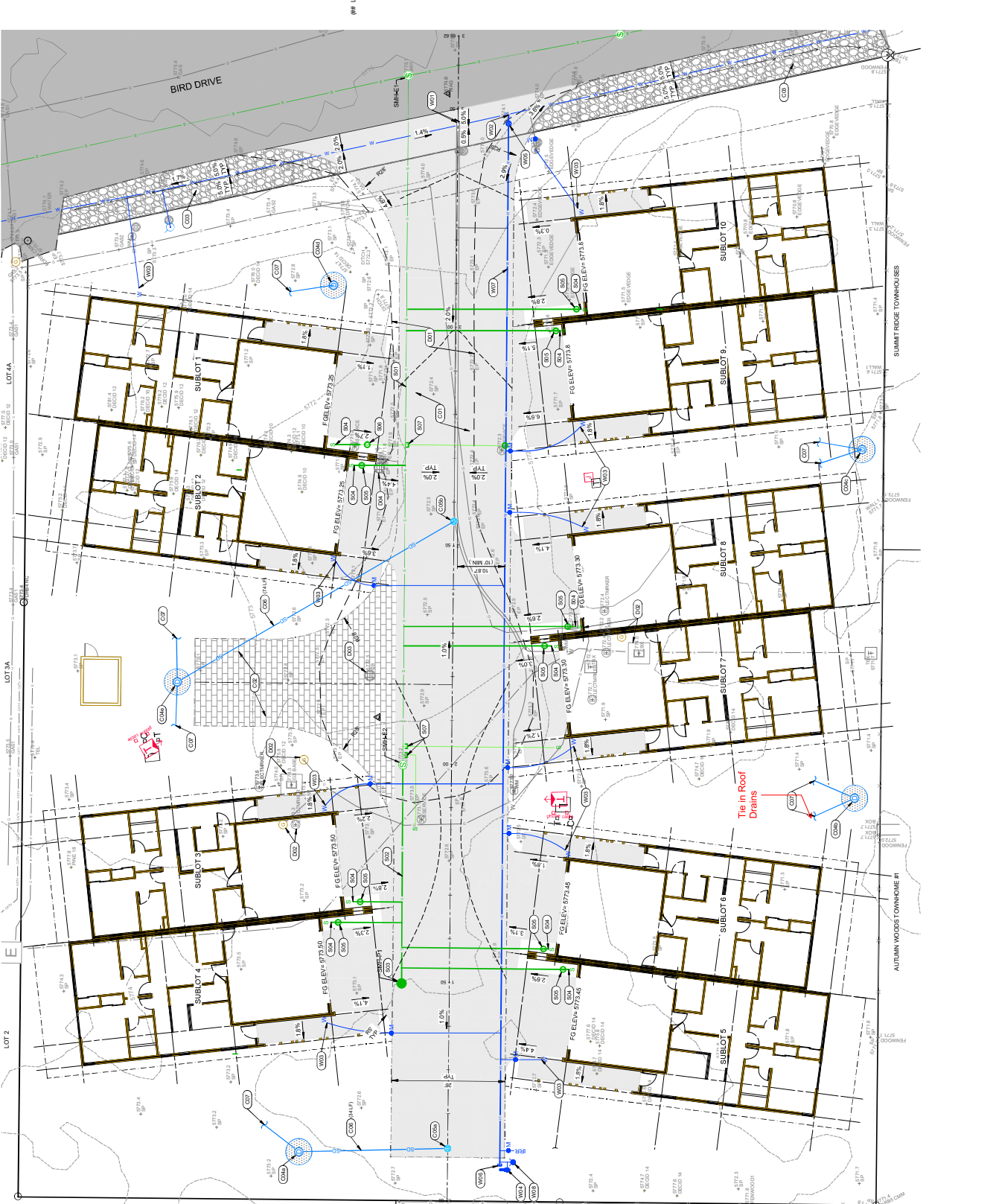
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

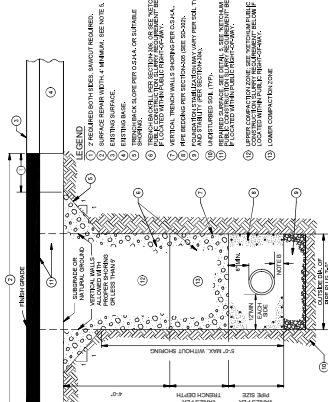
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

GENERAL NOTES
 1. SEE SHEET C1.0 FOR CONSTRUCTION NOTES AND LEGEND.
 2. SEE SHEET C1.1 FOR DRIVEWAY GRADING.
DEMOLITION
 (D1) DEMOLISH AND REMOVE EXISTING ASPHALT DRIVEWAY.
 (D2) REMOVE EXISTING UTILITY IN DRIVEWAY AND PLACE COORDINATE WITH DRAINAGE POWER OR INTERMOUNTAIN GAS.
 (D3) REMOVE EXISTING DRIVEWELL.
 (D4) REMOVE EXISTING CATCH BASIN.
SITE AND DRAINAGE IMPROVEMENTS
 (S1) CONSTRUCT HEATED PAVED DRIVEWAY PER DETAIL C1.1.
 (S2) INSTALL 1" BELL END PRODUCT WITH PAPER EDGE DETENTION PER LANDSCAPE ARCHITECT FOR MATERIALS.
 (S3) SHEET C2.1 SHOULDER PER DETAIL S.3.
 (S4) INSTALL DRIVEWELL PER DETAIL (W2.0)
 a. RIM ELEV. = 5775.5 PER DETAIL (W2.0)
 b. RIM ELEV. = 5775.5 PER DETAIL (W2.0)
 c. RIM ELEV. = 5775.5 PER DETAIL (W2.0)
 d. RIM ELEV. = 5775.5 PER DETAIL (W2.0)
 e. RIM ELEV. = 5775.5 PER DETAIL (W2.0)
 (S5) INSTALL CATCH BASIN PER DETAIL C.2.
 a. RIM ELEV. = 5775.5
 b. RIM ELEV. = 5772.45
 c. RIM ELEV. = 5772.45
 d. RIM ELEV. = 5772.45
 e. RIM ELEV. = 5772.45
 #1 (S6) INSTALL 12" DUCTILE IRON PIPE @ 5.0% MIN. SLOPE DOWNSPOUT TO DRIVEWELL PER ARCHITECT.

SEWER KEY NOTES
 (S01) RETAIN AND PROTECT EXISTING SEWER MAIN.
 (S02) INSTALL SEWER MAIN. SEE PROFILE SHEET C1.1.
 (S03) INSTANTANEOUS SEWER MANHOLE. SEE PROFILE SHEET C1.1.
 (S04) INSTALL 4" SEWER SERVICE.
 (S05) INSTALL CLEANOUT PER SPVC 50-50/4.
 (S06) INSTALL CLEANOUT AND EXTEND 4" SEWER SERVICE TO PROPOSED BUILDING.
 (S07) LOCATE CUT CAP AND ABANDON EXISTING SEWER SERVICE.
WATER KEY NOTES
 (W01) WATER SERVICE TO THE MAIN BUILDING.
 (W02) WATER SERVICE AT THE MAIN BUILDING DRIVE.
 (W03) POINT OF WATER CONNECTION COORDINATE WITH WATER SERVICE.
 (W04) INSTALL 1" WATER SERVICE PER CITY OF KETCHIKAN STANDARDS.
 (W05) FIT PER DETAIL S. PIT PER DETAIL S. SHEET C2.0.
 (W06) INSTALL 8" GATE VALVE.
 (W07) INSTALL 8" CAP.
 (W08) WT THIRST BLOCK.
 (W09) INSTALL FIRE HYDRANT ASSEMBLY WITH 4" HOUSING AND SPVC STANDARDS.
 (W10) INSTALL FIRE HYDRANT ASSEMBLY WITH 4" HOUSING AND SPVC STANDARDS.
 (W11) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W12) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W13) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W14) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W15) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W16) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W17) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W18) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W19) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W20) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W21) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W22) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W23) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W24) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W25) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W26) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W27) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W28) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W29) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W30) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W31) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W32) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W33) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W34) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W35) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W36) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W37) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W38) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W39) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W40) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W41) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W42) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W43) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W44) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W45) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W46) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W47) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W48) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W49) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W50) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W51) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W52) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W53) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W54) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W55) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W56) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W57) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W58) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W59) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W60) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W61) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W62) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W63) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W64) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W65) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W66) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W67) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W68) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W69) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W70) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W71) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W72) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W73) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W74) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W75) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W76) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W77) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W78) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W79) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W80) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W81) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W82) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W83) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W84) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W85) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W86) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W87) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W88) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W89) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W90) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W91) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W92) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W93) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W94) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W95) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W96) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W97) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W98) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W99) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.
 (W100) INSTANTANEOUS SEWER MANHOLE WITH 4" HOUSING AND SPVC STANDARDS.





KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

1. THE BED SHALL BE EXCAVATED A MINIMUM OF 30" INTO CLEAN SAND AND GRAVEL.

2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.

3. SHALL CONTACT THE DESIGN INCHER.

4. GRAVEL OR SAND SHALL BE APPROVED BY CITY OF KETCHUM.

5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.

6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



LANDSCAPE DRYWELL
N.T.S.

1. THE BED SHALL BE EXCAVATED A MINIMUM OF 30" INTO CLEAN SAND AND GRAVEL.

2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.

3. SHALL CONTACT THE DESIGN INCHER.

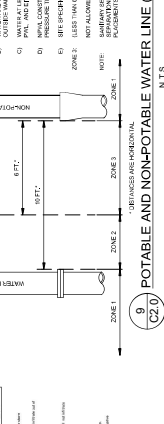
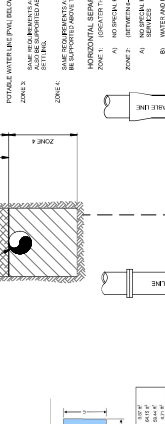
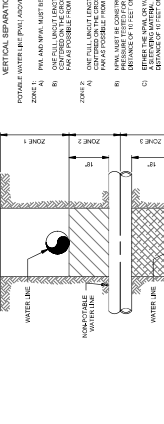
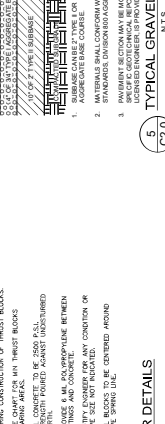
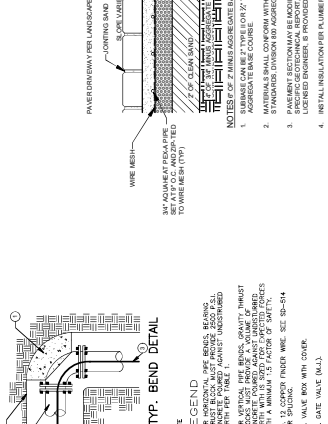
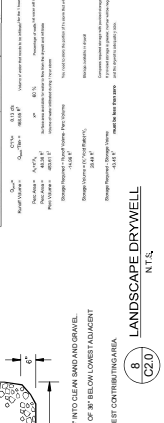
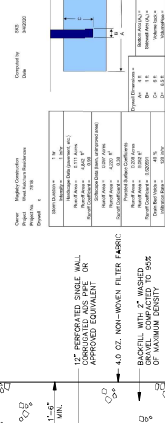
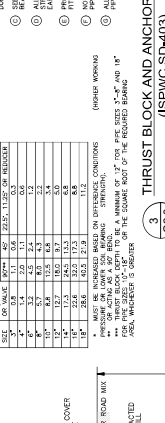
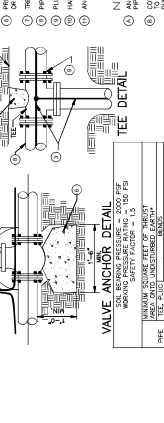
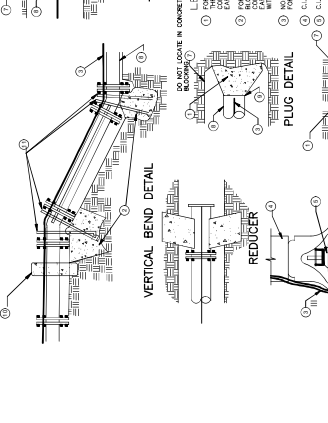
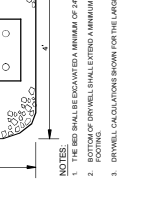
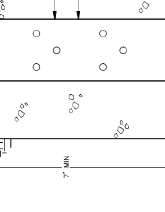
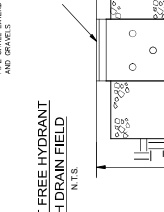
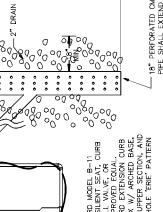
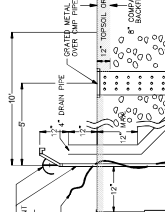
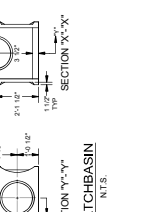
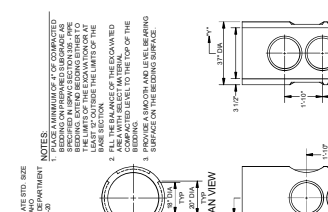
4. GRAVEL OR SAND SHALL BE APPROVED BY CITY OF KETCHUM.

5. BOTTOM OF DRYWELL SHALL BE A MINIMUM OF 30" BELOW LOWEST ADJACENT FOOTING.

6. DRYWELL CALCULATIONS SHOWN FOR THE LARGEST CONTAINING AREA.



Item	Quantity	Unit	Notes
1. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
2. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
3. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
4. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
5. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
6. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
7. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
8. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
9. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	
10. 12" PERFORATED DWP - BOTTOM OF AND GRAVELS	1	EA	



WEST KETCHUM RESIDENCES
DETAILS

LOCATED WITHIN SECTION 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

ENGINEERING, INC.
317 N. Shaw Street
Coeur d'Alene, ID 83814
(208) 768-1700
email: galena@galena-engineering.com

ORIGINAL, UNLESS NOTED OTHERWISE, IS THE PROPERTY OF ENGINEERING, INC.

DATE OF ORIGINAL ISSUE: 01/15/2020

DATE OF THIS REVISION: 01/15/2020

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	01/15/2020	JMS	ISSUE FOR BUILDING PERMIT
2	01/15/2020	JMS	ISSUE FOR HYDRANT PERMIT
3	01/15/2020	JMS	ISSUE FOR BUILDING PERMIT (04/03/20)

PURPOSE: ISSUE FOR BUILDING PERMIT (04/03/20)



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Thunder Spring Residences Townhouse Sublots 5 & 6 Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat to create townhouse sublots 5 and 6 within the Thunder Spring Residences multi-family residential development.

Recommended Motion: "I move to approve the Thunder Spring Residences Townhouse Sublots 5 and 6 Final Plat subject to conditions of approval 1-9."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations.
- The Thunder Spring Residences Preliminary Plat (#15-145) for nine townhouse sublots was recommended for approval by the Planning & Zoning Commission on November 23rd, 2015 and approved by the Ketchum City Council on April 3rd, 2017.
- The townhome development was approved through a Planned Unit Development (#15-129) and the associated Development Agreement specifies that the townhouse sublots may receive final plat approval in phases.

Analysis

The Thunder Springs Residences is a townhouse development within a portion of Block 2 of the Amended Thunder Spring Large Block Plat that consists of nine total townhomes—both attached duplex units and detached units—with associated common area. The multi-family residential development is subject to the Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145 approvals as well as the Development Agreement between the City of Ketchum and Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument No. 631541. The Planning & Building Department issued building permits (B19-006 & B19-013) for the detached townhome units on sublots 5 and 6 in the spring of 2019. City Departments have conducted final inspections to ensure compliance with all requirements and standards and have authorized each townhome unit for Certificate of Occupancy.

Financial Impact

Following the recordation of the final plat, the Blaine County Assessor's Office adds the detached townhome units to the tax rolls.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
Thunder Spring Residences Townhouse Sublots 5 & 6 Final Plat Application

Attachment A:
Draft Findings of Fact,
Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Thunder Spring Residences Sublots 5 & 6	)	KETCHUM CITY COUNCIL
Townhouse Subdivision Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 7 th , 2020	)	DECISION
)	
File Number: 20-086)	

Findings Regarding Application Filed

PROJECT: Thunder Spring Residences Townhouse Sublots 5 & 6 Final Plat

FILE NUMBER: P20-086

ASSOCIATED PERMITS: Building Permit 19-006, Building Permit 19-013, Conditional Use Permit-Planned Unit Development 15-129, Design Review 15-028, Development Agreement Instrument No. 631541, Preliminary Plat 15-145

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Sean Flynn, Galena Engineering

REQUEST: Townhouse Subdivision Final Plat to create sublots 5 and 6 within the Thunder Spring Residences PUD

LOCATION: 205 Raven Road & 135 Valleywood Drive

NOTICE: As the final plat substantially conforms to the preliminary plat, a public hearing is not required for this application.

ZONING: Tourist (T)

OVERLAY: None

Findings Regarding Associated Development Applications

The Thunder Springs Residences is a townhouse development within a portion of Block 2 of the Amended Thunder Spring Large Block Plat that consists of nine total townhomes—both attached duplex units and detached units—with associated common area. The multi-family residential development is subject to the Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145 approvals as well as the Development Agreement between the City of Ketchum and Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument No. 631541. The Thunder Spring Residences townhome development is the final phase of the 1998 Thunder Spring PUD.

The Townhouse Subdivision Preliminary Plat (#15-145) for the nine townhouse sublots was recommended for approval by the Planning & Zoning Commission on November 23rd, 2015 and approved by the Ketchum City

Council on April 3rd, 2017. Pursuant to Ketchum Municipal Code (KMC) §16.04.030.I, a final plat must be approved by City Council within two years of preliminary plat approval. As the townhome development was approved through a Planned Unit Development, the associated Development Agreement specifies that the townhouse sublots may receive final plat approval in phases. The duplex townhome units on sublots 1, 2, 3, and 4 received final plat approvals in 2017. The duplex units on sublots 8 and 9 received final plat approval in 2019. The detached townhome unit on subplot 7 received final plat approval on May 18th, 2020. The Planning & Building Department issued building permits (B19-006 & B19-013) for the detached townhome units on sublots 5 and 6 in the spring of 2019. City Departments have conducted final inspections to ensure compliance with all requirements and standards and have authorized each townhome unit for Certificate of Occupancy.

Findings Regarding City Department Comments

All City Department standards as well as required right-of-way improvements were reviewed through the Planned Unit Development, Design Review, and Building Permit processes. City Departments have conducted their final inspections to ensure compliance with all conditions and requirements of the associated Planned Unit Development, Design Review, Building Permit, and Preliminary Plat approvals.

Findings Regarding Townhouse Subdivision Procedure (KMC §16.04.080)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. As conditioned, the request to subdivide meets all applicable standards for Townhouse Subdivision Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, and Preliminary Plat #15-145.

Table 1: Findings Regarding Townhouse Final Plat Requirements

Townhouses Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			City Council Findings	<i>The townhome units on sublots 5 and 6 have received Certificate of Occupancy. The developer submitted a performance bond for outstanding sidewalk, parking stall striping, and landscaping improvements to be completed in the Spring of 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ul style="list-style-type: none"> 1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district. 2. Garage: 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.
			City Council Findings	1. The townhouse development meets the dimensional standards and requirements of the Tourist Zoning District except for the waivers as approved through Conditional Use Permit-Planned Unit Development 15-129. 2. The townhome units include an attached garage. The attached garage footprint is indicated on the plat map. No detached garages are proposed within the townhome development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.
			City Council Findings	All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.

Table 2: Findings Regarding Final Plat Requirements

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>City Council Findings</i> The final plat mylar shall be prepared following Ketchum City Council review and approval of the application and shall meet these standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>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.</p> <p><i>City Council Findings</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.

			City Council Findings	<i>The adjacent Thunder Cloud, Kneeland, Morning Sun, Stone Hill, and Sun Peak Condominiums has been noted on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			City Council Findings	<i>This standard has been met. Raven Road, Saddle Road, and Valleywood Drive are indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension, and purpose of all easements, public or private.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			City Council Findings	<i>This townhouse subdivision is contained within Block 1, which is noted on the plat map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	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.
			City Council Findings	<i>N/A as no dedications have been proposed with the Townhouse Subdivision. Dedications are indicated within the Thunder Spring Large Block Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	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.
			City Council Findings	<i>This standard has been met. The name of the proposed subdivision is Thunder Spring Residences Sublots 5 and 6.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			City Council Findings	<i>This standard has been met. A title report and warranty deed were submitted with the final plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the</i>

				<i>subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	<i>As conditioned), this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			City Council Findings	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			City Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			City Council Findings	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. 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.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			City Council Findings	<i>All required improvements were addressed through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, Preliminary Plat #15-145, and Building Permits 19-006 & 19-013 as well as the Thunder Spring Large Block Plat Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) 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.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through Conditional Use Permit-Planned Unit Development #15-129, Design Review #15-028, Preliminary Plat #15-145, and Building Permits 19-006 & 19-013 as well as the Thunder Spring Large Block Plat Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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 filed with the city clerk to ensure actual construction of the required improvements

				<p>as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. 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 council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider 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 owned by the owner and/or subdivider.</p>
			City Council Findings	<p><i>The Streets Department and City Engineer have conducted a final inspection to ensure compliance with all applicable standards and regulations. The developer has submitted a bond for the completion of sidewalk and parking stall striping improvements. The developer has also submitted a bond for the completion of landscaping improvements to be installed in the spring of 2021. All other improvements required for the project have been complete to the satisfaction of City Departments.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) 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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			City Council Findings	<p><i>This standard has been met. The Streets Department and City Engineer have conducted a final inspection to ensure compliance with all applicable standards and regulations.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, 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

			<p>minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
		City Council Findings	<i>Standard #1 has been met except for the waivers granted through the Planned Unit Development process. Standards #2-5 are not applicable. Standard #6 has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) 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 seventy five foot (75') radius from the intersection of the streets.
		City Council Findings	<i>This standard has been met. The townhomes are contained within Block 1.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ul style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and 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 chapter 12.04 of this code, 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 council may require a frontage street, planting strip, or similar design features;

			<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the 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;</p> <p>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 (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which 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 council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. 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;</p> <p>17. 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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p>
--	--	--	---

				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which 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 in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. 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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			City Council Findings	<i>These standards were addressed through the Thunder Spring Large Block Plat subdivision process. The Streets Department and City Engineer have conducted a final inspection to ensure compliance with all applicable standards and regulations. These standards have been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 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. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			City Council Findings	<i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') 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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.</p>

			<p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') 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.</p> <p>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.</p> <p>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.</p>
			<p>City Council Findings</p> <p><i>These standards were addressed through the Planned Unit Development and Thunder Spring Large Block Plat processes. These standards have been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health 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 which it deems necessary to protect public health, safety and welfare.</p>
			<p>City Council Findings</p> <p><i>The townhome unit is connected to the municipal sewer system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permits 19-006 & 19-013. These standards have been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 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 Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, 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. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p>City Council Findings</p> <p><i>The townhome unit is connected to the municipal water system. The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permits 19-006 & 19-013. These standards have been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.M</p> <p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible</p>

			uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>City Council Findings</i> <i>This standard is not applicable as the subplot is within a residential neighborhood and the subject property does not adjoin incompatible uses or features.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.N</p> <p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. 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: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') 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, commission or Council to adequately review the affect of the proposed improvements. 3. 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. 4. Areas within a subdivision which 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. 5. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. 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 twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill.

				Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			City Council Findings	<i>These standards were addressed through the Thunder Spring Large Block Plat process. The Streets Department and City Engineer reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permits 19-006 & 19-013. These standards have been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. 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. 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. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 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.
			City Council Findings	<i>The Streets Department and City Engineer reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permits 19-006 & 19-013. These standards have been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	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.
			City Council Findings	<i>Utilities, including natural gas, telephone, cable, and electricity lines have been installed underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or 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.
			City Council Findings	<i>Off-site improvements were addressed through the Planned Unit Development and Thunder Spring Large Block Plat processes. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			City Council Findings	<i>N/A as the townhome subdivision is not located within the Avalanche Zone or Mountain Overlay.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	Existing natural features which 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.
			City Council Findings	<i>This standard was addressed through the Planned Unit Development and Thunder Spring Large Block Plat processes. This standard has been met.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.080 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Thunder Spring Residences Sublots 5 & 6 meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Monday, December 7, 2020 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat and the associated condominium owners’ documents to the Planning and Building Department for the City’s project record.
7. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

8. The project shall comply with all governing ordinance and department conditions pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department, and City Engineer.
9. Approval of the Townhouse Subdivision Final Plat is subject to PUD-CUP 15-129, Design Review 15-028, Preliminary Plat 15-145, and Building Permits 19-006 & 19-013 approvals. All conditions of approval shall apply.

Findings of Fact **adopted** this 7th day of December 2020

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk

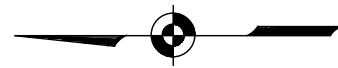
Attachment B:
Thunder Spring Residences
Townhouse Sublots 5 & 6
Final Plat Application

A PLAT SHOWING THUNDER SPRING RESIDENCES SUBLOTS 5 & 6

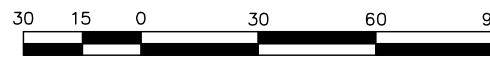
WHEREIN THE COMMON AREA OF THUNDER SPRING RESIDENCES SUBLLOT 7 IS REPLATTED AS SHOWN

LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2020



SCALE: 1" = 30'



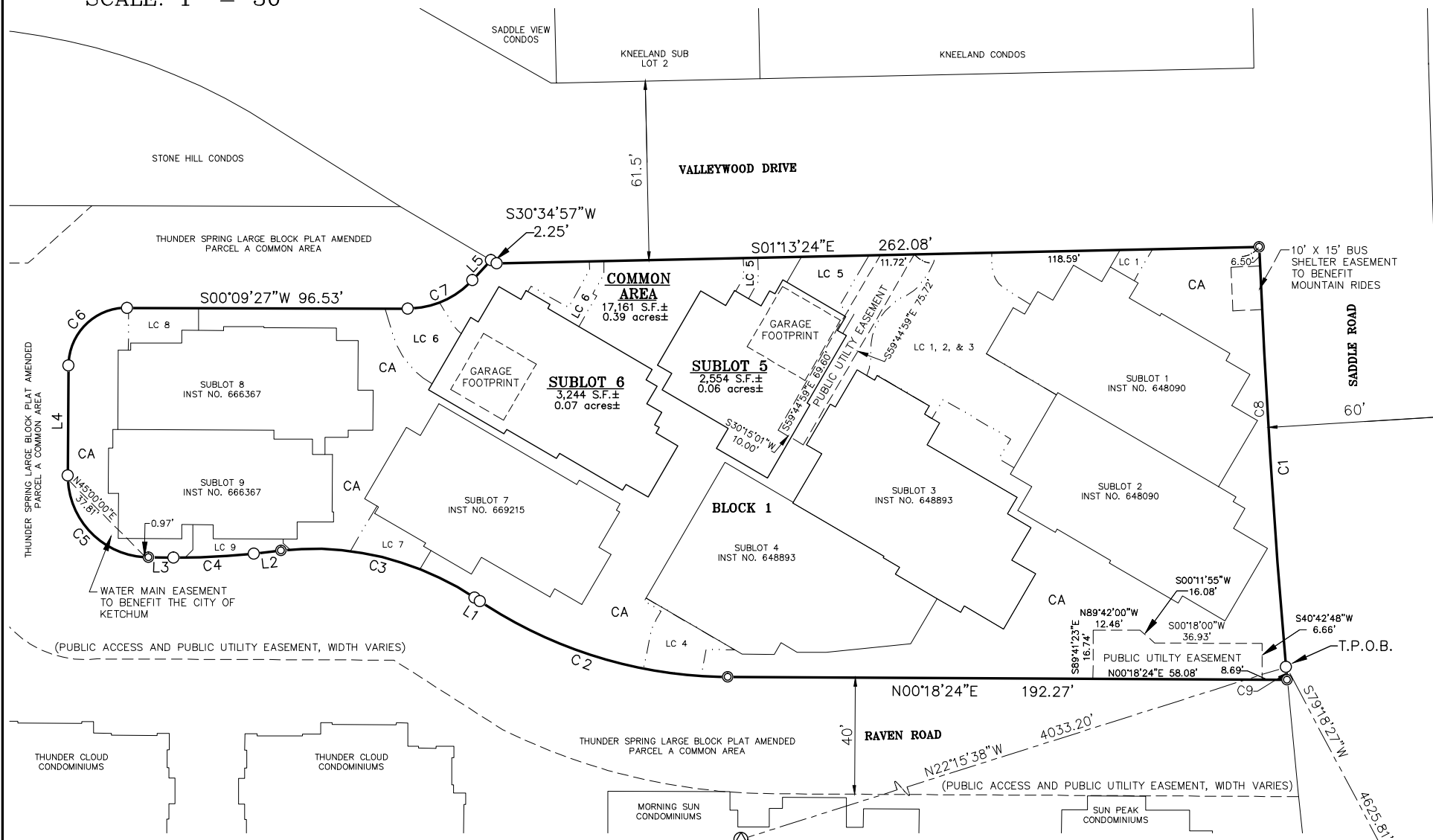
SCALE IN FEET

LEGEND

- Property Boundary
- Adjoiners Lot Line
- - - Existing easements
- ⊙ Found Aluminum Cap
- Found 5/8" Rebar
- ⊙ Found 3/4" Brass Tag and Nail
- Sublot Boundaries
- - - Limited Common Boundaries
- - - Garage Footprint
- - - Survey Ties
- CA Common Area
- LC Limited Common

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to replat the common area of Thunder Spring Residences Sublot 7 as shown, and show the monuments found and set during the retracement of the common area of Thunder Spring Residences Sublot 7, and establishment of Sublots 5 and 6. All found monuments have been accepted. The Boundary shown is based on found monuments and the recorded plat of Thunder Spring Residences Sublot 7, Instrument Number 669215, records of Blaine County, Idaho. Additional documents used in the course of this survey include; Thunder Spring Residences Sublots 1 & 2, Instrument Number 648090, and Thunder Spring Large Block Plat, Instrument Number 559523, both records of Blaine County, Idaho.
2. Sublot lines follow building roof lines and centerlines of party walls, except where roof lines overhang the patio or driveway areas for adjacent units, in which case sublot lines follow wall lines or extensions thereof.
3. All new utilities shall be installed underground.
4. Covenant, conditions, and restrictions for these townhomes, including the party wall agreement, exist under Inst. No. 647692, records of Blaine County, Idaho.
5. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
6. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
7. The townhome sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
8. Property shown hereon is subject to the following exceptions per Title Report by Blaine County Title Policy No. 0-9301-003319026, dated January 12, 2015:
 - Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Special Covenants, Conditions and Restrictions recorded December 5, 1997 as Instrument No. 408654;
 - Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as Instrument No. 432272, and Amended as Instrument No.'s 444558, 467471 and 491957;
 - Subordination and Nondisturbance Agreement, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Thunder Spring, LLC., a Delaware limited liability company, recorded October 27, 2000 as Instrument No. 444559;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat, recorded March 10, 2000 as Instrument No. 437167;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
9. This development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.
10. All areas outside Sublots that is not designated as Limited Common is Common Area.
11. Each Limited Common Area identified hereon is for the exclusive use of said area for access and parking for the designated sublots as shown hereon. Consult the Declaration of Covenants, Conditions and Restrictions for the definition of common area and limited common area.
12. Reference is made to the following surveys, all records of Blaine County, ID:
 - Thunder Springs Residences Sublots 1 & 2, Instrument No. 648090
 - Thunder Springs Residences Sublots 3 & 4, Instrument No. 648893
 - Thunder Springs Residences Sublots 8 & 9, Instrument No. 666367
 - Thunder Springs Residences Sublot 7, Instrument No. 669215



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	149.05'	3099.05'	74.54'	2°45'20"	149.03'	S 86°18'07" W
C2	90.25'	155.00'	46.45'	33°21'42"	88.98'	N 16°59'12" E
C3	69.86'	100.00'	36.42'	40°01'39"	68.45'	N 13°39'35" E
C4	27.68'	230.00'	13.86'	6°53'41"	27.66'	S 02°54'30" E
C5	43.89'	28.00'	27.90'	89°48'16"	39.53'	N 45°26'49" E
C6	31.35'	19.99'	19.94'	89°50'59"	28.24'	S 44°44'04" E
C7	24.98'	30.00'	13.26'	47°42'02"	24.26'	S 23°41'18" E
C8	144.60'	3099.05'	72.31'	2°40'24"	144.58'	S 86°20'35" W
C9	4.45'	3099.05'	2.23'	0°04'56"	4.45'	S 84°57'55" W

SEE SHEET 2 FOR SUBLLOT DETAILS

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.26'	N 33°40'15" E
L2	9.36'	N 06°21'03" W
L3	8.56'	N 00°32'17" E
L4	37.71'	S 89°38'36" E
L5	9.43'	S 47°32'06" E

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

Date _____ South Central Public Health District



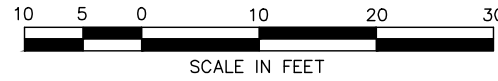
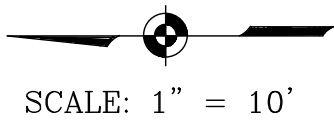
MARK E. PHILLIPS, P.L.S. 16670

THUNDER SPRING RESIDENCES
SUBLOTS 5 & 6

GALENA ENGINEERING, INC.
HAILEY, IDAHO

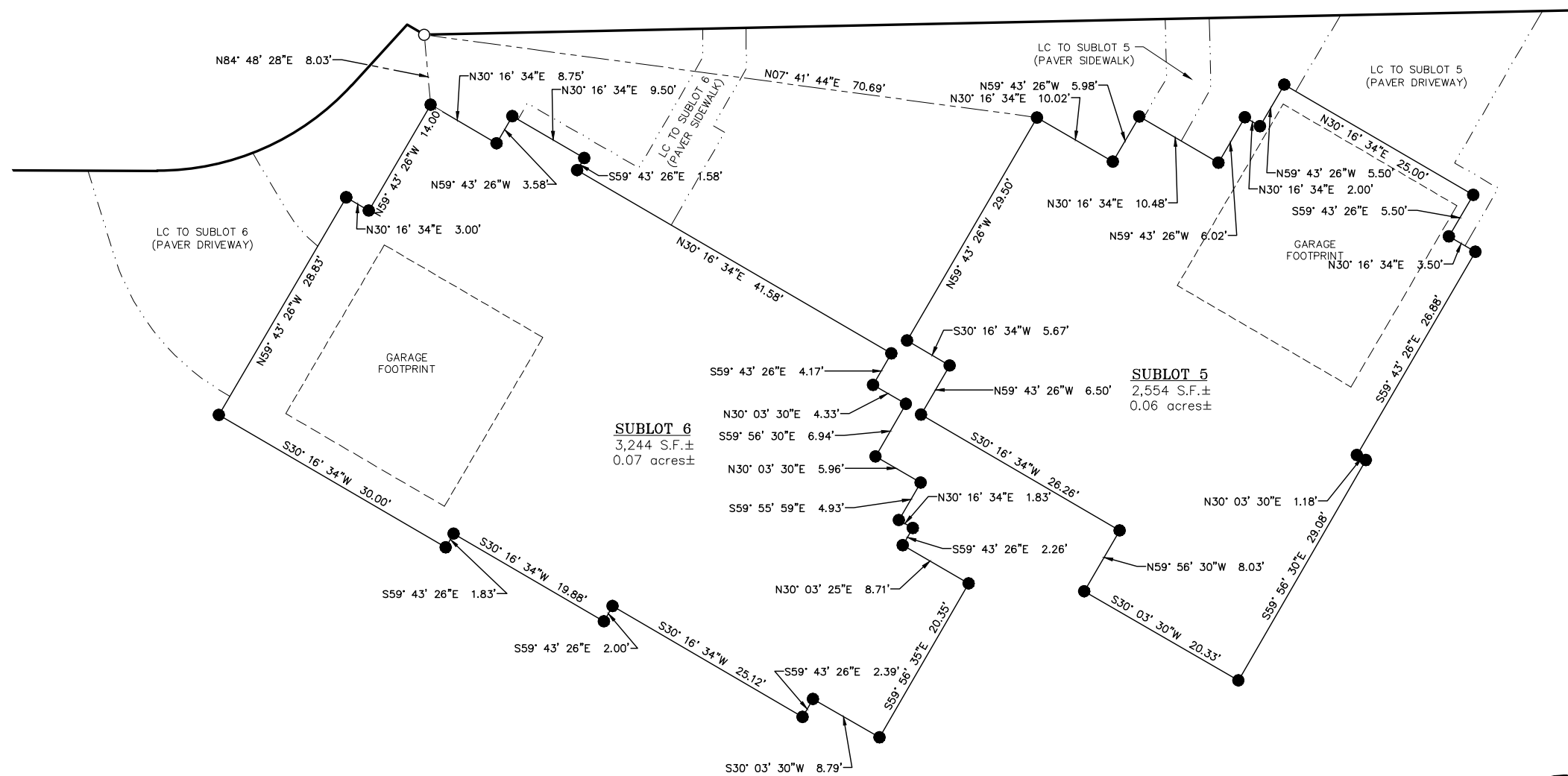
SHEET 1 OF 3
Job No. 7128

A PLAT SHOWING
THUNDER SPRING RESIDENCES SUBLOTS 5 & 6
 LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 SEPTEMBER 2020



- LEGEND**
- Property Boundary
 - Sublot Boundaries
 - - - Limited Common Boundaries
 - - - Garage Footprint
 - - - Building Tie Line
 - Limited Common
 - Found 5/8" Rebar
 - Set 5/8" Rebar, PLS 16670
 - Set 3/4" Brass Tag and Nail, PLS 16670
 - △ Calculated Point, Not Set

SEE SHEET 1 FOR BOUNDARY INFORMATION AND NOTES



THUNDER SPRING RESIDENCES
 SUBLOTS 5 & 6

GALENA ENGINEERING, INC.
 HAILEY, IDAHO

SHEET 2 OF 3

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

Job No. 7128

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO**

Instrument # 647692

HAILEY, BLAINE, IDAHO
10-27-2017 10:27:58 AM No. of Pages: 21
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$70.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

(Space Above Line For Recorder's Use)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THUNDER SPRING RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this
27th day of October, 2017, by IEG/NCP Thunder Spring, LLC, a Delaware limited liability
company ("Declarant").

RECITALS

THIS DECLARATION IS MADE in contemplation and furtherance of the following:

A. Declarant is the owner of certain real property in Blaine County, Idaho, known as Block 2, Thunder Spring Large Block Plat Amended, according to the official plat thereof recorded on July 2, 2008, as Instrument No. 559523, records of Blaine County, Idaho.

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct up to nine (9) Townhome Sublots, Townhome Units, and related Common Areas and Limited Common Areas on the property contained within Thunder Spring Residences, in such phases and at such times as Declarant determines.

C. This Declaration is made for the purposes of amending and restating in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Thunder Spring Residences, dated February 18, 2016 and recorded on February 22, 2016, as Instrument No. 633268, records of Blaine County, Idaho, The Original Declaration was made with respect to the real property located in Blaine County, Idaho that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

DECLARATION

Declarant hereby declares that all of the property within Thunder Spring Residences, including all Townhome Sublots, Townhome Units, and Common Areas now or hereafter situated therein, and all improvements constructed and installed thereon, shall be held, conveyed, encumbered, leased, and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth, all of which shall run with title to said real property and be binding upon, and benefit, all parties presently owning, or hereafter acquiring any right, title or interest therein, or to any part thereof.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

Section 1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.2 “Assessments” shall mean all annual and special assessments described in Article VI.

Section 1.3 “Association” shall mean and refer to Thunder Spring Residences Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 1.4 “Board of Directors” shall mean and refer to the Board of Directors of the Association, as provided for and governed by the Articles and Bylaws.

Section 1.5 “Bylaws” shall mean and refer to the Bylaws duly adopted for the Association, as the same may be amended from time to time.

Section 1.6 “Common Area” shall mean all property so designated on the official subdivision plat for the townhome subdivision under the purview of this Declaration, and all other real property hereafter owned or leased by the Association for such common purposes, or in which the Association acquires a license or an easement.

Section 1.7 “Design Review Committee” shall mean the committee which may, at the discretion of the Board, be created pursuant to Article VII hereof, and may be hereinafter referred to as the “DRC.”

Section 1.8 “Improvement” shall mean and refer to all Townhome Units, other structures and landscaping proposed for, or constructed or installed on, any Sublot or Common Area, and all subsequent additions and exterior alterations thereto.

Section 1.9 “Limited Common Area” means those parts of the Common Area that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Townhomes. Without limiting the foregoing, the Limited Common Area shall include the shared driveway to Sublots 1, 2 and 3 and entry walkways designated or designed to serve a Townhome but located outside the Sublot boundaries. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Sublot, any portion thereof serving that Townhome is Limited Common Area allocated solely to that Townhome, and any portion thereof serving more than one Townhome, or any portion of the Common Area is a part of the Common Area. Limited Common Area also includes any portion of the Common Area designated by this Declaration or on the Map as Limited Common Area. All Limited Common Area shall be used in connection with the appurtenant Townhome(s) to the exclusion of the use thereof by the other Townhome Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance and repair of the Common Area, each Owner shall be responsible for routine maintenance and care of the Limited Common Area appurtenant to and accessible only from the Owner’s Townhome, and for keeping the same in a good, clean, sanitary, and attractive condition. Snowmelt systems within the Limited Common Area must be turned on in order to keep the driveways clear of snow. In no instance is it permissible for Owner to allow the buildup of snow on driveways. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Townhome.

Section 1.10 “Member” shall mean a member of the Association, who shall be an Owner of a Sublot and shall qualify for membership in the Association in the manner set forth in the Articles, Bylaws and Article V hereof. There shall be only one (1) membership in the Association for each Sublot.

Section 1.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Sublot; provided, however, that the term “Owner” shall not include

those having only a security interest in an Sublot through a lien, encumbrance, deed of trust, mortgage, or other similar security instrument.

Section 1.12 "Party Wall" shall mean and refer to any structural bearing wall, including the footings on which it is situated, or any portion of said wall, which separates, and is shared by, two Townhome Units within the Subdivision, and which wall is used in common by, and is incorporated into, said two Townhome Units.

Section 1.13 "Plat" shall mean and refer to the official recorded final plat of Thunder Spring Residences.

Section 1.14 "Subdivision" or "Townhome Subdivision" shall mean and refer to Thunder Spring Residences.

Section 1.15 "Sublots," "Townhome Sublots" or "Townhouse Sublots" shall interchangeably mean and refer to Sublots shown on the official plat the Subdivision, expressly including all nine (9) sublots shown on the Plat of Thunder Spring Residences.

Section 1.16 "Townhome" or "Townhome Unit" shall interchangeably mean and refer to a single-family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

Section 2.1 Declarant Construction Activities. The covenants, conditions and restrictions contained herein shall not apply to normal construction activities during the completion of Common Area improvements, or to the construction of Townhomes and related Improvements by the Declarant, its assignees and successors, employees or contractors, upon any Sublot or Common Area, provided that such Townhomes and other Improvements have, prior to the commencement of construction, received the approval of the City of Ketchum. Further, no such construction activity shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary construction structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; conforms to usual construction practices in the area; and complies with all provisions of the Ketchum City Code regulating construction activities.

Section 2.2 Project Development. Declarant, or its successor or assigns, shall construct, or cause to be constructed a Townhome on each Sublot, and all Common Area Improvements, pursuant to plans and specifications approved by the City of Ketchum, Idaho. Such construction may be completed in such phases and at such times as Declarant, its assignees or successors, determines.

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

Section 3.1 Residential Purposes. Each Sublot shall be restricted exclusively to a single-family Townhome residence, landscaping, accessory uses and Improvements. No modular home, manufactured home, trailer, mobile home, camper, motorhome, recreational vehicle, tent, shack, carport, garage or other similar vehicle, structure or improvement shall be used as a residence, either temporarily or permanently, on any Sublot. Each Townhome shall include garaged parking for two (2) automobiles together with uncovered off-street parking for two (2) additional automobiles. All Sublots, and the Townhomes, landscaping and Improvements thereon, shall be kept and maintained in good condition and repair at all times.

Section 3.2 DRC Approval. All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration.

Section 3.3 Party Walls. To the extent that any two Townhomes are connected by, or share, a common bearing wall ("Party Wall"), the following provisions shall govern the use, maintenance, repair and restoration thereof:

- A. Each Townhome sharing a Party Wall shall be encumbered by an easement hereby granted and created over, under and across said Townhome, and the Sublot on which it is situated, for the purpose of providing such access as may be reasonably necessary to permit the Association and the Owner of the other Townhome sharing said Party Wall, and their respective agents and contractors, to maintain the integrity of the Party Wall, and to repair and restore it as necessary.
- B. Should any Party Wall be damaged or destroyed by the negligence or other act or omission of the Owner of one of the Townhomes sharing the same, or said Owner's agents, employees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Party Wall, and related damage to any Townhome; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be promptly completed to the reasonable satisfaction of the Association and its Design Review Committee.
- C. Should any Party Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Townhome sharing said Party wall, or said Owner's agents, employees or guests, the Owners of the two Townhomes sharing said Party Wall shall jointly be liable for all necessary repairs or restoration of said Party Wall, and related Townhome damage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the Association and its Design Review Committee.
- D. The Owners shall maintain customary and usual casualty and liability insurance. Such policies may be joint or separate as may be available from reputable insurance carriers. If and to the extent the premiums for such contents insurance can be separately determined, each Owner shall pay the separate premium for his or her contents coverage. If the premiums cannot be separately determined, the Owners shall share the insurance expense equally. Casualty and liability insurance premiums shall be shared equally.
- E. Should any party fail or refuse to complete the Party Wall repairs or restorations imposed upon it by this section, the Association, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after the Association has completed the work and presented said party with a statement and demand for payment setting forth all costs incurred.

- F. In the event of a dispute or controversy between the Owners of Townhomes sharing a Party Wall, as to any matter within or arising out of the provisions of this Section 3.3, or the respective use, maintenance, repair, or replacement of said Party Wall, such dispute or controversy shall be submitted to binding arbitration under the Uniform Arbitration Act, as enacted in the State of Idaho, Idaho Code § 7-901 et seq.

Section 3.4 Construction Site. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonable required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.5 Routine Exterior Townhome Maintenance. Association shall, subject to the provisions of Section 5.7 and Article VII, keep the exterior thereof, and the landscaping and improvements on the Sublot on which the Townhome is situated, and the Limited Common Area reasonably accessible from Common Area, in good condition and repair. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Should any Owner, in the sole judgment of the Association's Board of Directors, cause damage or wear and tear above and beyond what is considered normal; the Board shall be authorized to serve written notice to the Owner of noted deficiencies and require such deficiencies be remedied to the reasonable satisfaction of the Board. To the extent the Owner does not satisfactorily comply with the provisions of said written notice of deficiencies, the Owner shall be conclusively deemed to grant the Association, or its designated agents, permission to enter upon the Owner's Sublot, to complete the required repairs or maintenance. Upon completion of such maintenance or repair, the Owner shall reimburse the Association within thirty (30) days of receiving an invoice or demand for all costs reasonable incurred therefor. The provisions of this Section shall not apply to damage or destruction of a Townhome or related Sublot Improvements resulting from fire or casualty to the extent covered by the Association's policies of fire and casualty insurance, which damage or destruction shall be subject to the provision of Article IX hereof.

Section 3.6 Animals and Pets. No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar household pets which are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.7 Signs and Business Activities. No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant from erecting and maintaining temporary "for sale" signage while the Declarant still has Sublots and Townhomes for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat or referenced in the Plat notes. All non-Declarant owned Townhomes are prohibited from placing any signage on the Property, including but not limited to "for sale" or "for rent" signage.

Section 3.8 Service Facilities. Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets.

Section 3.9 Nuisances. No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall any noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking dogs, loud music and power tools.

Section 3.10 Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within the individual outdoor fire pit integral to each Townhome.

Section 3.11 Vehicle and Equipment Parking & Storage. Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles of equipment or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment.

Section 3.12 Utilities. All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.13 Subdivision. Except as expressly provided for in Section 5.7 of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.14 Drainage. There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.15. Plat. All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.16 Snow Storage Easements. Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees.

Section 3.17 Landscape Preservation. Without approval of the DRC, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the DRC for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Townhome, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary. Any landscaping alterations must adhere to the landscape plans approved by the City of Ketchum per the Design Review Findings of Fact #15-028.

Section 3.18 Easements for Encroachments. The Subdivision, and all portions of it, are subject to easements hereby created for encroachments between Townhomes and the Common Area as follows:

- (a) in favor of all Owners, so that they shall have no legal liability when any part of the Common Area encroaches upon a Townhome or Sublot;
- (b) in favor of each Owner, so that the Owner shall have no legal liability when any part of his Townhome encroaches upon the Common Area or upon another Townhome; and
- (c) in favor of all Owners, the Association, and the Owner of any encroaching Townhome for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 3.18 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Townhome, by error in the Plat, by settling, rising, or shifting of the earth, by changes in position caused by repair or reconstruction of any Townhome, or from roof extensions over boundaries between Sublots. Such encroachments shall not be considered to be encumbrances upon any part of the Subdivision; provided,

however, that encroachments created by the intentional act of an Owner shall not be deemed to create an easement and shall be considered an encroachment upon the Sublot. Such encroachment shall be removed at Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may affect removal of the encroachment and the expense thereof shall be assessed to the Owner.

Section 3.19 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Subdivision for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment in the Subdivision and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Subdivision. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Subdivision without conflicting with the terms hereof. The easements provided for in this Section 3.19 shall in no way affect, avoid, extinguish, or modify any other recorded easement.

Section 3.20 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Subdivision in the proper performance of their duties.

Section 3.21 Maintenance Easement. An easement is hereby granted to the Association and any managing agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Area and a right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 3.22 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area elements are or may be located within a Townhome or Sublot or may be conveniently accessible only through the Townhome or Sublot. The Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Owners' agent, to have access to each Townhome and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Areas therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Townhome or Sublot resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Area or as a result of emergency repair within another Sublot or Townhome at the instance of the Association or of the Owners shall be a Common Area expense.

Section 3.23 Easements Deemed Created. All conveyances of Sublots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article III, even though no specific reference to such easements or to this Article III appears in the instrument for such conveyance.

ARTICLE IV COMMON AREA

Section 4.1 Conveyance to the Association. For this subdivision, the Declarant, its successors or assigns, at their sole cost and expense, shall landscape, improve, or make appropriate provision for such landscaping improvement of, the Common Area situated therein in a manner consistent

with the Plat and development plans therefore which have been approved by the City of Ketchum, and shall thereafter deed the same to the Association, and the Association shall accept title to the same, at no cost to it, subject only to encumbrances of record. Common Area improvements, and its conveyance to the Association, may be completed by the Declarant in phases, consistent with development of the Townhomes.

Section 4.2 Enjoyment of Common Area. Subject to the exclusive rights and obligations of the Association to manage it, as set forth in Article V, each Owner shall have a non-exclusive right to use and enjoy, in common with all other Owners, any Common Area owned by the Association, and such right shall be appurtenant to and pass with the title to each Sublot.

ARTICLE V THE ASSOCIATION

Section 5.1 Establishment. The Association shall be incorporated under the laws of the State of Idaho as a non-profit membership corporation as Thunder Spring Residences Owners Association, Inc. All references herein to the Association shall be to said corporation.

Section 5.2 Articles and Bylaws. Declarant shall adopt initial Articles of Incorporation for the Association, and will propose initial Bylaws for adoption by the Board of Directors of the Association to provide for the administration and governance of the Association, and for other purposes not inconsistent with this Declaration. In the event of conflict between this Declaration and Articles and Bylaws of the Association, the provisions of this Declaration shall prevail.

Section 5.3 Board of Directors. The Association shall be managed by a Board of Directors all of whom shall be Members of the Association. Their number, and the manner by which they are to be elected and function, shall be set forth in the Bylaws of the Association.

Section 5.4 Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Sublot is held by more than one person or entity, the membership related to that Sublot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Sublot is held. An Owner shall be entitled to one membership for each Sublot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 5.5 Voting Rights. The Association shall have one class of membership. Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present. Notwithstanding any contrary provision of this Section 5.5, as long as Declarant holds any Special Declarant Rights, no vote of the Members shall prevent the Declarant from appointing or removing directors as provided in Section 10.1(e).

Section 5.6 Cumulative Voting. In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate, or divide among any number of the candidates, the number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5.7 Management of the Sublots and Common Area. The Association shall be responsible for exclusive management of the Common Area owned by it, consistent with the rights of the Owners to use and enjoy said Common Area set forth in Article IV and may assert exclusive management of the exterior of Improvements on Sublots. Without limitation, the Association's management of

Common Area and of the exterior of Improvements on Sublots, shall include the following rights and obligations:

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.
- B. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.
- C. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas, Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.
- D. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual budget, or capital reserve budget and/or special assessments.
- E. The Association shall be responsible for the routine exterior maintenance of the Improvements within Sublots, including but not limited to, siding and trim; roofing element and materials; patios and decks; exterior windows; and painting, the cost and expense of which shall be included by the Association in the calculation of its annual budget. Scheduled repair or replacement of these or other items shall be included in the capital reserve budget and/or special assessments.
- F. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- G. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing thereafter for so long as it remains in the ownership of the Association.
- H. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.
- I. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- J. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of

the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than two-thirds of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.

- K. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors and the written assent of 75% of the total voting power of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims and/or third-party claims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the Declarant so long as Declarant remain owns any Sublot and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5.8 Service Contracts and Personnel. To properly manage its business affairs the Association may enter into service contracts and/or employ personnel as it deems necessary and appropriate. Without limitation, the Association may retain necessary general management services, legal and accounting services, Common Area maintenance and repair services, and professional services as necessary for the DRC to adequately review plans and specifications presented to it for approval, and to assure that all development complies with approved plans, including architectural and engineering reviews and compliance monitoring. The Association may also contract with others to furnish required services for the Common Area, including utilities, snow removal, trash collection, landscaping, public liability insurance and casualty insurance.

Section 5.9 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it.

Section 5.10 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right and privilege.

Section 5.11 Transfer of Membership. The membership in the Association of each Owner, including Declarant, shall be appurtenant to the Sublot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Sublot, and then only to the transferee of title to the Sublot. Any attempt to make a prohibited transfer shall be void and any transfer of title to a Sublot shall operate automatically to transfer the membership in the Association to the new Owner thereof.

Section 5.12 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term "available," as used herein, shall

mean available for inspection upon request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

Section 5.14 Banking. The Association shall designate an FDIC insured commercial bank with offices in Blaine County, Idaho, as the depository for all funds collected by the Association, and for the transaction of the Association's banking activities.

ARTICLE VI ASSESSMENTS

Section 6.1 Agreement to Pay Assessments. Declarant, for each Sublot owned by the Declarant, hereby covenants, and each subsequent Owner of any Sublot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to be bound by the provisions of this Declaration and to pay to the Association the assessments herein provided for. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Sublots and collected from time to time in the manner provided for in this Article VI.

Section 6.2 Annual Assessments. Annual assessments against all Sublots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the management, including but not limited to costs related to maintaining the exteriors of Improvements on Sublots; taxes; insurance; legal and accounting services; Common Area landscaping installation, irrigation and maintenance; Common Area utilities; repair and replacement of Common Area Improvements and equipment; a reasonable contingency reserve, surplus and/or sinking fund for Common Area capital improvements, replacements and repairs; and any costs incurred by the DRC which are not otherwise defrayed by its design review fee schedule ("Annual Assessments").

Section 6.3 Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements; other similarly unanticipated or emergency expenses duly incurred or to be incurred by the Association for purposes provided in this Declaration; and all other duly incurred expenses of the Association which were not or could not be adequately provided for by the annual assessment ("Special Assessments").

Section 6.4 Apportionment of Assessments. Annual and Special Assessments shall be levied and assessed among the Owners of Sublots, according to the total number of square feet of each Sublot as shown on any Plat which is encumbered by and subject to, this Declaration. Each Owner shall be assessed for each of its Sublots a fraction of the total assessments, the numerator of which fraction shall be the total square footage of said Owner's Sublot(s), and the denominator of which shall be the total square footage of all Sublots in the Subdivision subject to, and within the purview of, this Declaration.

Section 6.5 Individual Assessments. In addition to Annual and Special Assessments, should any reimbursement owed to the Association solely by an Owner pursuant to Sections 3.3 or 3.5 hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement is owed, and Owner thereof, as assessment for the amount owed ("Individual Assessment").

Section 6.6 Notice of Periodic Assessments and Time for Payment. The Board of Directors of the Association shall establish an Annual Assessment for each calendar year, the exact date to be determined by its Board of Directors, and shall further establish Special Assessments and Individual Assessments whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable in the manner and on the dates determined by the Board. The Board shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same.

No payment shall be due and payable less than thirty (30) days after said written notice has been given, and each delinquent assessment shall bear interest at the rate of Fifteen Percent (15%) per annum until paid, commencing thirty (30) days after the date it becomes due and payable. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such a case shall be deferred to a date 30 days after such notice has been given.

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 6.8 Personal Obligation of Owner. The amount of any assessment against any Sublot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation may be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiving use and enjoyment of any of the Common Area, or by the sale or abandonment of the Sublot. In any action or effort to collect assessments, the Association shall be entitled to recover costs and attorney fees reasonable incurred in pursuing or prosecuting the same, in addition to all delinquent assessments and accrued interest thereon.

Section 6.9 Personal Liability of Purchasers. Subject to the provisions of Section 6.8, the purchaser of a Sublot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Sublot, together with accrued interest thereon and, should legal action or other collection effort be instituted by the Association to collect the same, all costs and attorney fees reasonably incurred in the pursuit or prosecution of said efforts or actions.

ARTICLE VII DESIGN REVIEW

Section 7.1 Design Review and Approval. Except as expressly exempted therefrom by the provisions of this Declaration, no Townhome, Townhome expansion, exterior alteration, or other Improvement shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "DRC"). All plans and specifications shall be evaluated by the DRC as to (1) compliance with this Declaration and provisions of any Design Criteria which may hereafter be adopted by the DRC; (2) harmony and compatibility with the external design of other Townhomes; and (3) suitability of the location of any proposed Improvements in relation to surrounding structures, topography, view corridors and existing drainage patterns. Approval by the DRC does not obviate the necessity of receiving all applicable permits

and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

Section 7.2 Maintenance, Repairs and Alterations Without DRC Approval. All exterior maintenance, repairs and alterations must be approved by the DRC. Notwithstanding the foregoing the approval of the DRC will not be required for remodeling or renovating the interior of any Townhome, as long as such remodeling or renovation is imperceptible from the exterior, and in no way, alters the configuration and architectural features of the exterior, including the size and shape of windows.

Section 7.3 Design Review Committee. The initial Design Review Committee shall consist of three (3) members, appointed by the Association's Board of Directors. Members of the DRC may, but need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of five (5) years from the date upon which the Declaration is recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

Section 7.4 Powers and Duties of the DRC. The DRC shall have the following power and duties:

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.
- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.
- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.

- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 Development by Declarant. The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 Non-Liability for Actions. Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment, negligence of nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 Appeals. Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII INSURANCE

Section 8.1 General Requirements. Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

- A. *Fire and Casualty Insurance.* The Association shall obtain insurance for all Improvements situated on Association-owned Common Areas and Sublots in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be "blanket coverage" for all Improvements, and the Association may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practices. More specifically, said insurance shall provide for the replacement value of the Improvements as they were sold by the Declarant under the original specifications before any subsequent additions by the unit Owner. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner's name, Townhome number or address), and shall provide

a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provide that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.

- B. *General Liability Insurance.* The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.
- C. *Workmen's Compensation Insurance.* The Association shall maintain workmen's compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.
- D. *Directors and Officers Liability Insurance.* The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.
- E. *Other Insurance.* The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 Sublot Owners' Insurance. It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome not included in the specifications for Improvements made by Declarant, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. If Owner makes any modifications to the Improvements above and beyond the value of the original specifications as sold by the Declarant, it is Owner's responsibility to provide coverage for such modifications. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 Required Provisions. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

- (a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;
- (b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;
- (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

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

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

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

(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a prorata share of any deductible paid by the Association.

Section 8.6 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX FIRE OR CASUALTY DAMAGE

Section 9.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.
- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 Notice of Damage. The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a

material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonable necessary to avoid further damage to any Townhome or Improvements within the Subdivision.
- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonable necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.
- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.

The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:

- (i) Any modification must be approved by the DRC; and
- (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 Decision Not to Repair. Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than eighty percent (80%) of all Sublots, including the Sublot containing any Townhome which is attached by a Party Wall shared with the damaged or destroyed Townhome. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE X.

SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 10.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on Plats filed with this Declaration. After the completion of the first phase of construction, Declarant shall: (i) keep, or cause to be kept, the portion of the Property owned by Declarant in a neat, orderly and clean condition, free of all weeds and other debris; (ii) during construction on the Property, employ effective dust control procedures; (iii) comply with any reasonable requests made by an Owner with respect to the appearance of the Property during construction thereon within five (5) business days following receipt of such request; (iv) protect the Property (including, without limitation, the Common Area) from damage caused by Declarant, or its agents, employees, contractors or subcontractors to (or promptly repair once damaged) all pavement, curbs, gutters, sidewalks, streets, facilities, hydrants, and other property within the Common Area; (v) keep all such Common Area, and all pedestrian and road rights-of-way and drives, reasonably clean and clear of equipment, building materials, dirt and debris and similar materials; (vi) not bury or cover trash or debris on any portion of the Property; (vii) clean plaster or concrete equipment only at designated sites; (viii) not store any construction materials on the Property except materials to be used in the construction of Sublots or Townhomes; (ix) keep roadways, easements, and other property within the Property clean of silt, construction materials and trash from its activities and the activities of its agents, employees, contractors and subcontractors, at all times; (x) clean the exterior of all completed Townhomes which Declarant owns and perform landscape and site maintenance on all such Sublots as necessary to keep the property in a neat and orderly condition; and (xi) during the construction period, comply with all applicable laws, rules and regulations pertaining to construction and safety and with the Construction Rules, as amended from time to time.

(b) Exercise of Development Rights. The right to exercise any development rights.

(c) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Subdivision and models within any Townhome Sublot and in the Common Area. Declarant shall have the right to show Residences and the Common Area to prospective purchasers and to arrange for the use of any recreational facilities within the Common Area by prospective purchasers.

(d) Construction Easements. The right to use easements through the Common Area for the purpose of making improvements within the Subdivision.

(e) Control of Association and Board of Directors. The right to appoint or remove any officer of the Association or any member of the Board of Directors.

(f) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(g) Amendment of Plat. The right to amend the Plat in connection with the exercise of any Development Rights.

(h) Signs. The right to maintain signs on the Common Area advertising the Subdivision.

(i) Post Sales. The right to use the Common Area to maintain customer relations and provide post sale services to Owners.

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

Section 10.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 10.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights"):

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

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Subdivision for the benefit of the Owners and/or the Association.

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

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

Section 10.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) holds a Development Right; (c) owns any Sublot; or (d) holds a Security Interest in any Sublot; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act. Notwithstanding anything to the contrary in this Article X, Declarant shall not have the right without the approval of a majority of the Owners not including Declarant to do any of the following: (a) annex additional property to this Declaration; (b) alter the conditional use permit issued by the City of Ketchum in a manner that has a material adverse impact on the Owners as a class, or the Association

Section 10.4 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 10.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 10 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE XI REVOCATION OR AMENDMENT

Section 11.1 Method of Revocation or Amendment. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than two-thirds of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any

such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots, or be entitled to develop one or more Townhome Sublots which are subject to this Declaration.

**ARTICLE XII
MISCELLANEOUS**

Section 12.1 Compliance. Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association or any Owner.

Section 12.2 Mailing Address. Each Owner shall provide the Association with such Owner's mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

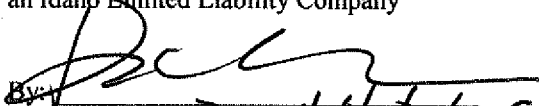
Section 12.3 Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity without the need for further approval.

Section 12.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 12.5 Severability. In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 12.6 Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

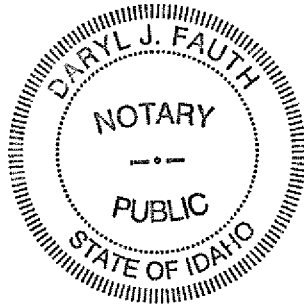
IEG/NCP THUNDER SPRING, LLC
an Idaho Limited Liability Company
By: 
Name: David H. Peterson
Title: Member

STATE OF Idaho)

County of Blaine)
) ss.

On this 27th day of October, 2017, before me, a Notary Public, in and for said County and State, personally appeared David Hubling, known or identified to me to be the Member of IEG/NCP Thunder Spring, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such entity executed the same.

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



[Signature]
NOTARY PUBLIC
Residing at: [Signature]
My commission expires: 9/24/18

WARRANTY DEED

FOR VALUE RECEIVED, IEG Thunder Spring, LLC, an Idaho limited liability company, GRANTOR, hereby grants, bargains, sells, conveys and warrants unto IEG/NCP Thunder Spring LLC, a Delaware limited liability company, GRANTEE, whose current address is P.O. Box 284, Sun Valley, Idaho 83353, the following described premises, to wit:

Block 2 of THUNDER SPRING LARGE BLOCK PLAT AMENDED, according to the official plat thereof, recorded as Instrument No. 559523, Records of Blaine County, Idaho.


TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that said premises are free from all encumbrances and that the Grantor will warrant and defend the same against all persons claiming by, through or under Grantor.

Dated this 23RD day of December, 2015

GRANTOR:

IEG THUNDER SPRING, LLC

By: VP Companies, Inc., its Managing Member

By: 
Name: David C. Hutchins
Its: President

STATE OF)
) ss.
COUNTY OF)

On this _____ day of December, 2015 before me, the undersigned, a Notary Public, in and for said State, personally appeared

_____ known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

SEE ATTACHED.

Notary Public
Residing at:
My commission expires:

COLUMBUS 55753-35 42033v1

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 23rd day of December, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared David C. Hutchinson, known to me, and/or identified to me on the basis of satisfactory evidence, to be the President, of VP Companies, Managing Member of the LLC that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of it's board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public:
My commission expires: July 26, 2017
Notary Resides: Ketchum, Idaho



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: N/A
Commitment Number: 1921877
Issuing Office File Number: 1921877
Property Address: Vacent Land, Ketchum, ID 83340
Revision Number:

1. Commitment Date: September 24, 2019 at 8:00 A.M.

2. Policy to be issued:		Proposed Policy Amount
(a) ALTA Owner's Policy	Standard	\$0.00

Proposed Insured:

(b) ALTA Loan Policy	Standard
----------------------	----------

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

IEG/NCP Thunder Spring LLC, a Delaware limited liability company

5. The Land is described as follows:

Common Area, Block 1, of THUNDER SPRING RESIDENCES SUBLOTS 3 & 4, as shown on the official plat thereof, recorded as Instrument No. 648893, records of Blaine County, Idaho.

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 1921877

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
6. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1

AMERICAN
LAND TITLE
ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1921877

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2019 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2018 are classified as Common Area and have no assessed amounts. Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption. (Parcel No. RPK02590010000)

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Levies and Assessments of Thunder Spring Residences Owners' Association, Inc.
13. Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as [Instrument No. 432272](#), Amended as [Instrument No.'s 444558](#), [467471](#), [491957](#) and [631541](#), records of Blaine County, Idaho.
14. Subordination and Nondisturbance Agreement, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Thunder Spring, LLC., a Delaware limited liability company, recorded October 27, 2000 as [Instrument No. 444559](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat, recorded March 10, 2000 as [Instrument No. 437167](#), records of Blaine County, Idaho.
16. Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as [Instrument No. 559523](#), records of Blaine County, Idaho.
17. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions for Thunder Spring Residences recorded February 22, 2016 as [Instrument No. 633268](#), records of Blaine County, Idaho.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Thunder Spring Residences, recorded October 27, 2017 as [Instrument No. 647692](#), records of Blaine County, Idaho.
18. Easement Agreement, including the terms and provisions thereof, recorded March 24, 2016 as [Instrument No. 633858](#), records of Blaine County, Idaho.
19. Notes, Easements and Restrictions as shown on the plat of Thunder Spring Residences Sublots 1 & 2, recorded November 16, 2017 as [Instrument No. 648090](#), records of Blaine County, Idaho.
20. Municipal Transit Easement Agreement, including the terms and provisions thereof, recorded November 22, 2017 as [Instrument No. 648203](#), records of Blaine County, Idaho.
21. Right-of-Way Encroachment Agreement, including the terms and provisions thereof, recorded December 11, 2017, as [Instrument No. 648624](#), records of Blaine County, Idaho.
22. Notes, Easements and Restrictions as shown on the plat of Thunder Spring Residences Sublots 3 & 4, recorded December 21, 2017, as [Instrument No. 648893](#), records of Blaine County, Idaho.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

23. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,400,000.00
Dated: 06/22/2018
Grantor: IEG/NCP Thunder Spring LLC, a Delaware limited liability company
Trustee: Stewart Title guaranty Company
Beneficiary: ZB, N.A. dba National Bank of Arizona
Recorded: 06/22/2018, as Instrument No. 652793, records of Blaine County, Idaho

24. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1921877

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 3

AMERICAN
LAND TITLE
ASSOCIATION

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*



City of Ketchum

December 7th, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve the Mindbender Condominiums Subdivision Final Plat

Recommendation and Summary

Staff recommends the City Council approve the Condominium Subdivision Preliminary Plat for the Mindbender Condominiums, submitted by Galena Engineering, on behalf of property owner KKL LLC. Council approved the Preliminary Plat on November 16th, 2020.

The subject property is located at the southeast corner of W. 2nd Street and N. 2nd Avenue in the Community Core zoning district, subdistrict 2, Mixed-use. Design Review approval and a Building Permit for the construction of the new four-unit residential structure were granted by the City in 2019. The structure will contain one (1) deed-restricted Community Housing unit on the ground floor.

Recommended motion: "I move to approve the Mindbender Condominiums Preliminary Plat application, subject to conditions 1-7 contained in the draft Findings of Fact, Conclusions of Law, and Decision and to adopt the draft Findings as presented."

The reasons for the recommendation are as follows:

- The four-unit residential building is anticipated to receive Certificate of Occupancy by Monday, December 7th. However, should there be a delay, condition of approval #1 states, "Pursuant to KMC §16.04.070.C, the final plat shall not be signed by the City Clerk and recorded until the building has received Certificate of Occupancy."
- City Clerk shall not sign the Final Plat until Certificate of Occupancy as been issued.
- All required improvements are complete, except for one minor repair to the right-of-way, which the property owner has submitted a bond for. The repair is to an area where asphalt in the city's right-of-way joins asphalt on the private property.
- The Final Plat conforms to the previously approved Preliminary Plat.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor that the individual condominium units have been created and can be taxed as separate properties and added to the tax rolls.

Attachments:

1. Application
2. Final Plat dated December 2020
2. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A.
Application



**City of Ketchum
Planning & Building**

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

**Final Plat
Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Mindbender Condominiums			
Owner of Record: KKL LLC			
Address of Owner: 216 E Spruce St, Hailey, ID 83333			
Representative of Owner: Sean Flynn PE, Galena Engineering; 317 N. River St., Hailey, Idaho 83333			
Legal Description: West half of Lot 5, Block 59, Ketchum Townsite			
Street Address: 180 W 2nd St, Ketchum			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 4 Condominium Units			
Total Land Area: 4,122 square feet, 0.09 Acres			
Current Zoning District: CC, Community Core, Mixed Use Subdistrict			
Proposed Zoning District: Same			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: None			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: Construction of Condominium Units, sidewalk			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Sean Flynn with Galena Engineering 12/01/20
 Applicant Signature Date

Attachment B.
Final Plat dated December 2020

A PLAT SHOWING MINDBENDER CONDOMINIUMS

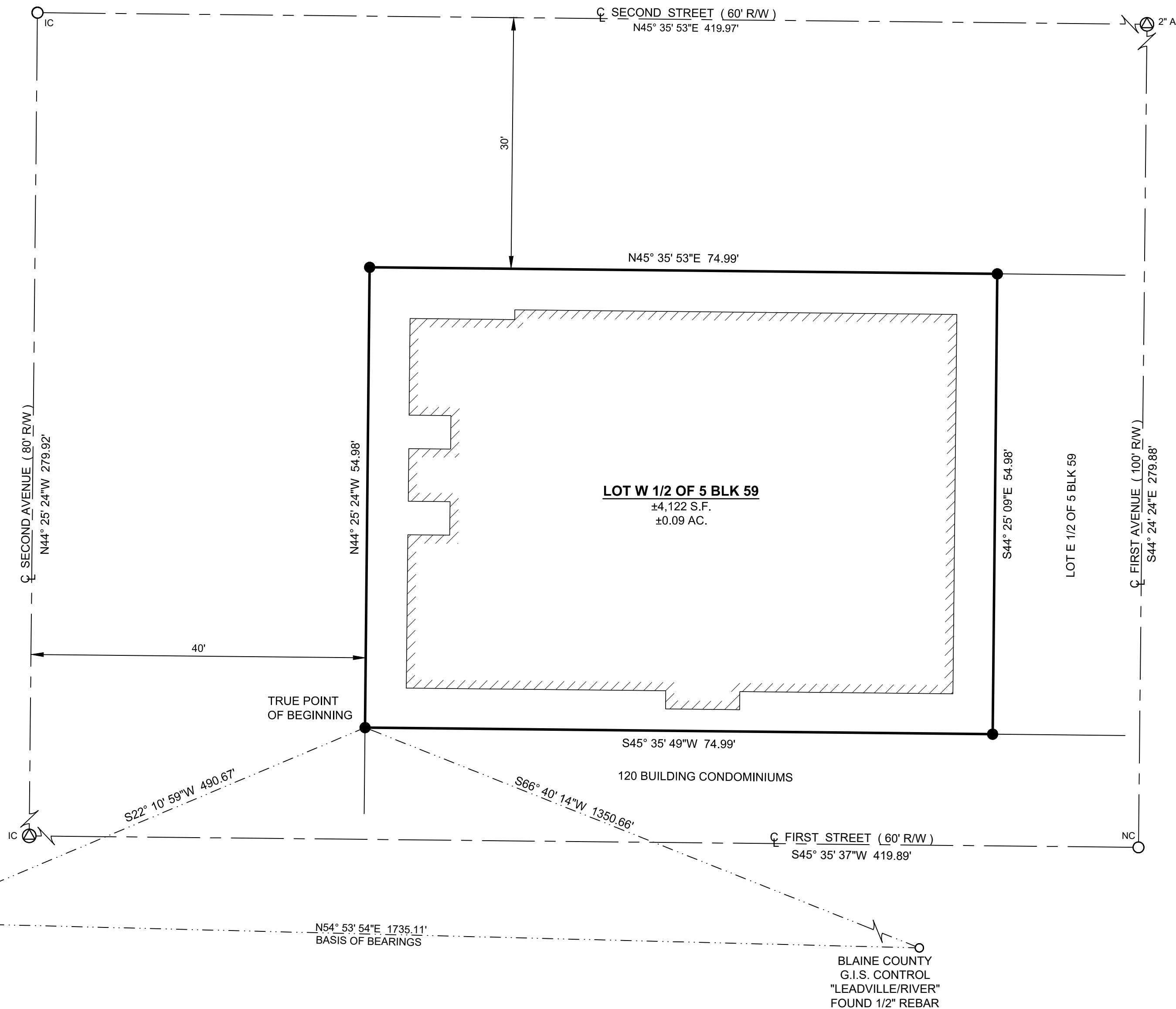
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BUILDING ON THE WEST HALF OF LOT 5, BLOCK 59, CITY OF KETCHUM IS CONDOMINIUMIZED

DECEMBER 2020



SCALE: 1" = 10'

- LEGEND**
- Property Line
 - - - Adjoiner's Lot Line
 - Centerline
 - · - · - GIS Tie Line
 - Found Aluminum Cap
 - Found 5/8" Rebar
 - Set 5/8" Rebar, P.L.S. 16670
 - ▨ Building
 - CA = Common Area
 - CE = Ceiling Elevation
 - E = Elevation, Isometric View
 - FF = Finished Floor Elevation
 - IC = Illegible Cap
 - LC = Limited Common Area
 - NC = No Cap
 - TPOB = True Point of Beginning



SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of the west half of Lot 5, Block 59, Ketchum Townsite, Instrument Number 302967, records of Blaine County, Idaho, and to condominiumize said property as shown hereon. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988.
2. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
5. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
6. All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
7. Building ties are to the interior corners of unit walls.
8. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
9. The current zoning is CC. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
10. The owner is KKL, LLC, 216 E Spruce St., Hailey ID 83333. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
11. This development is subject to an Exceedance Agreement recorded under Instrument Number #66435.
12. Improvements in the right-of-way are subject to a Right-of-Way Encroachment Agreement recorded under Instrument Number #675172.

BLAINE COUNTY
G.I.S. CONTROL
"K1ST-3RD"
FOUND ALUMINUM CAP

BLAINE COUNTY
G.I.S. CONTROL
"LEADVILLE/RIVER"
FOUND 1/2" REBAR

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

Date _____ South Central District Health Dept., EHS

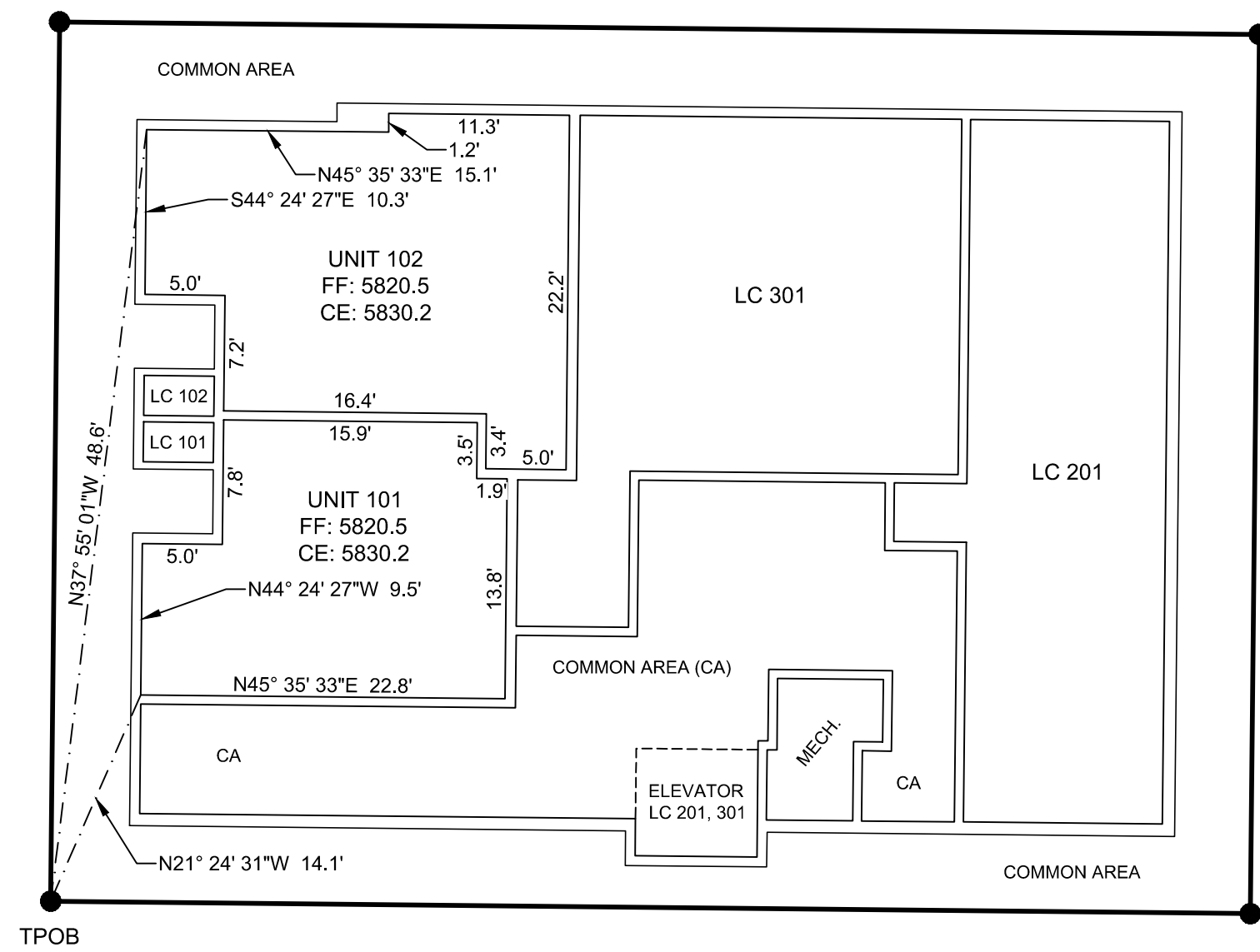
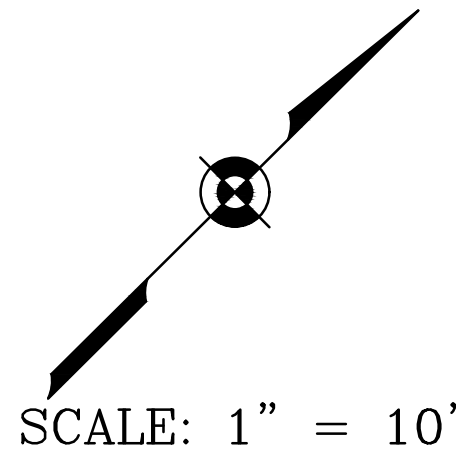
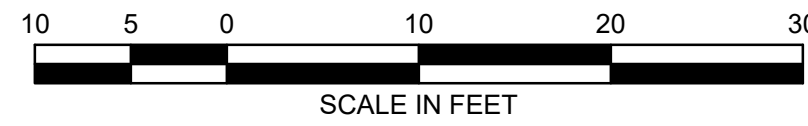


MINDBENDER CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO

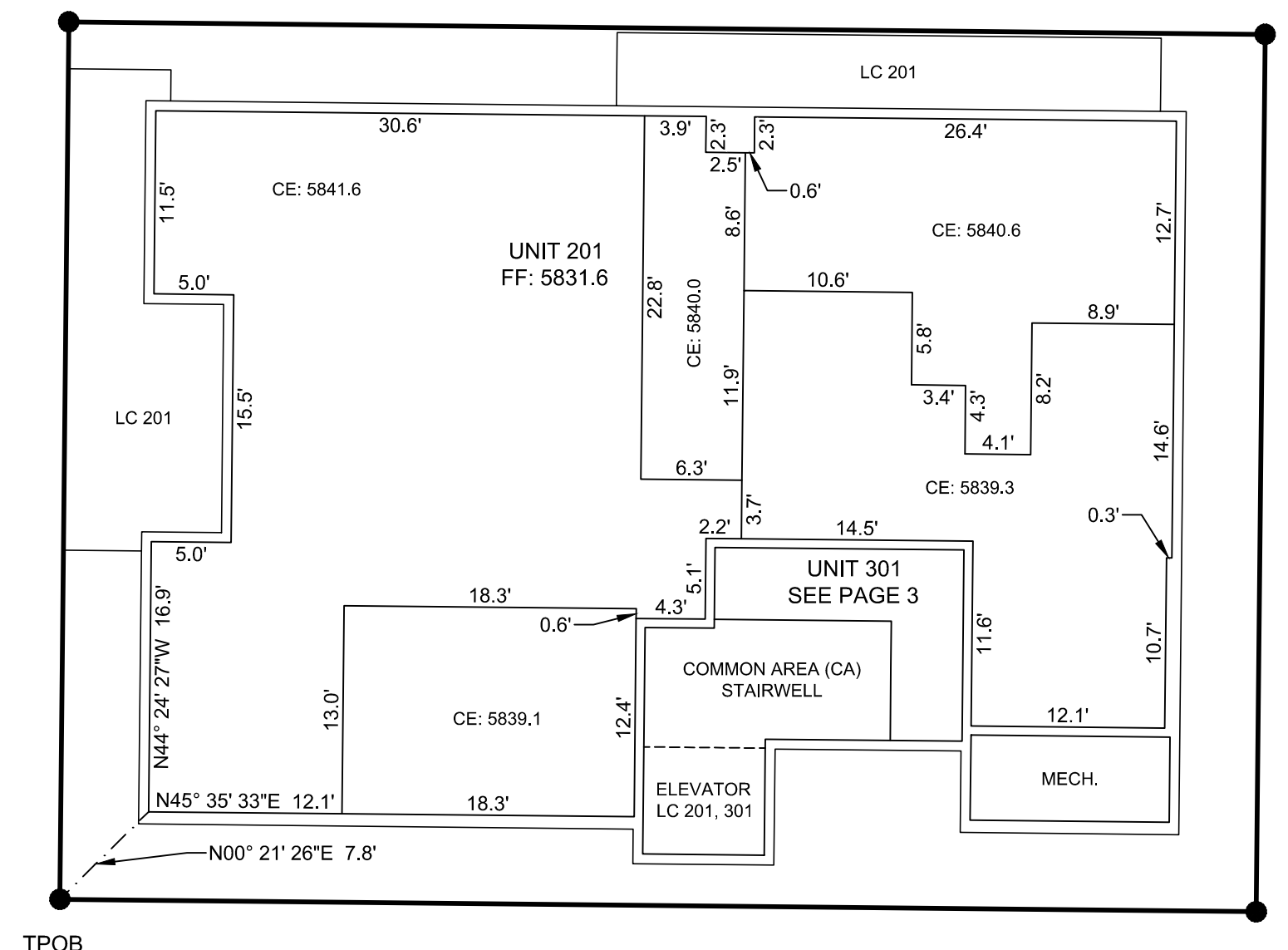
MARK E. PHILLIPS, P.L.S. 16670

1 OF 4
Job No. 7742

A PLAT SHOWING
MINDBENDER CONDOMINIUMS
 DECEMBER 2020



UNITS 101 & 102 (1ST FLOOR)



UNIT 201 (SECOND FLOOR)

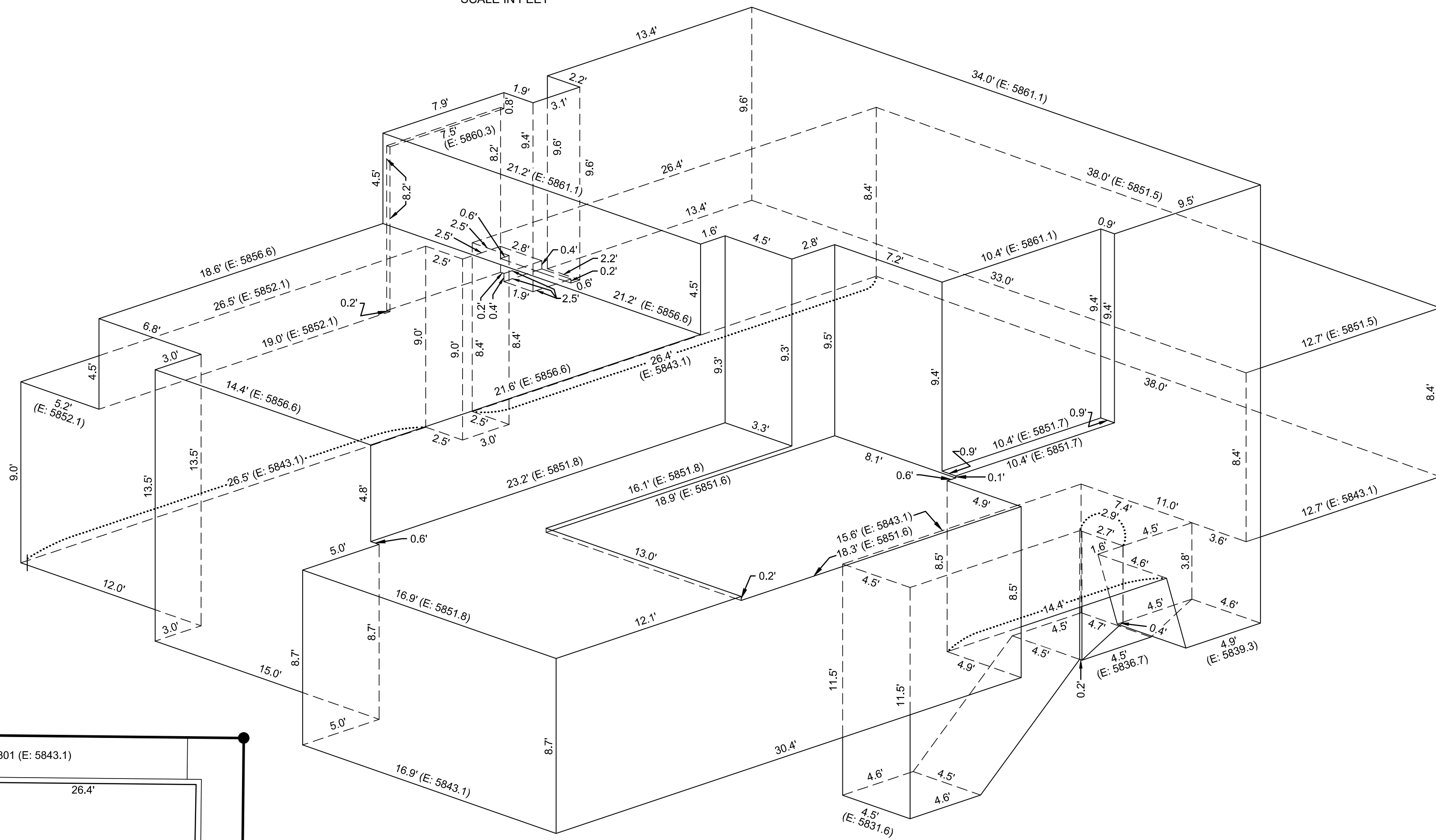
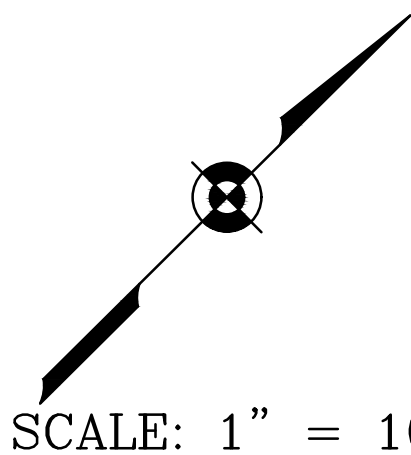
NOTE: See Sheet 1 for Legend and Notes.



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

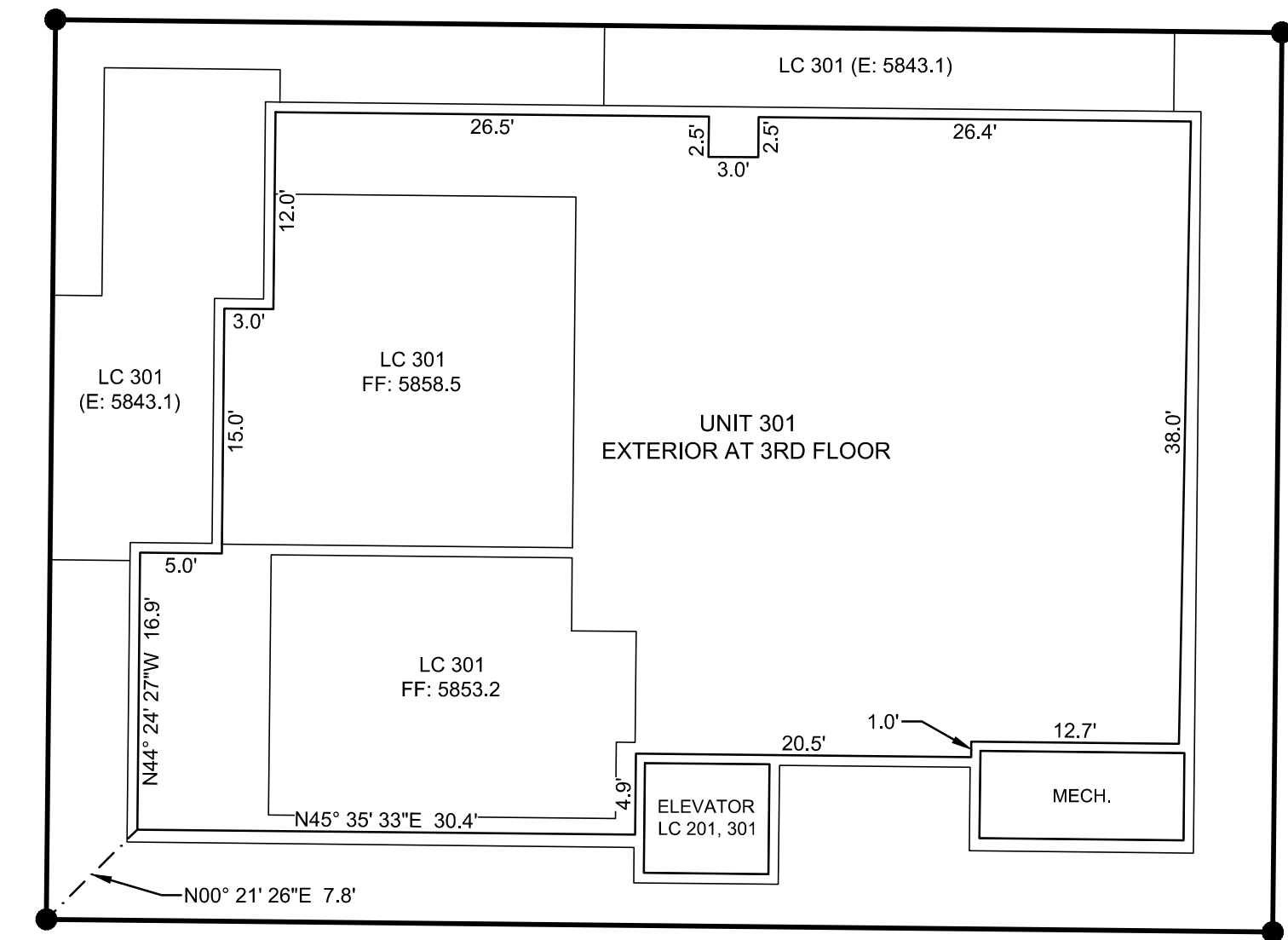
MINDBENDER CONDOMINIUMS
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 2 OF 4
 Job No. 7742

A PLAT SHOWING
MINDBENDER CONDOMINIUMS
 DECEMBER 2020



UNIT 301 (ISOMETRIC VIEW)

NOTE: See Sheet 1 for Legend and Notes.



UNIT 301 (2ND, 3RD, & 4TH FLOORS)



MINDBENDER CONDOMINIUMS
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO

3 OF 4
 Job No. 7742

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

Attachment C.

Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
 Planning & Building

IN RE:)	
)	
Mindbender Condominium Subdivision	)	KETCHUM CITY COUNCIL
Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 7, 2020	)	DECISION
)	
File Number: P20-115)	

Findings Regarding Application Filed

PROJECT: Mindbender Condominium Subdivision Final Plat

APPLICATION TYPE: Condominium Subdivision Final Plat

FILE NUMBER: P20-225

ASSOCIATED PERMITS: B19-076, P19-048, Exceedance Agreement #20509, Encroachment Agreement #20527

OWNERS: KKL LLC (per Blaine County assessor 12/2/20)

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Final Plat to subdivide four condominium units within a multi-family residential development currently under construction and nearing completion

LOCATION: 180 W. 2nd Street (W ½ Lot 5, Block 59, Ketchum Townsite)

NOTICE: No noticing is required for Final Plats

ZONING: Community Core

OVERLAY: Subdistrict 2 – Mixed Use

Findings Regarding Associated Development Applications

The subject property is owned by KKL LLC and is located at the southeast corner of Second Avenue and Second Street in the Community Core, Subdistrict 2 – Mixed Use. The subject development is a new, 3-story residential building that is currently under construction and nearing completion.

The Planning and Zoning Commission approved Design Review for the building in 2019 (P19-048) and the city issued a building permit in 2019 as well (B19-076). Upon completion the first floor of the building will contain two residential units, one of which will be a Community Housing Unit, and interior parking. The second floor will contain one residential unit and the third floor will contain one residential unit.

The Final Plat to plat all residential units and associated common areas results in four (4) residential condominiums.

Table 1: Findings Regarding Condominium Final Plat Requirements

Condominium Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C	<p>Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:</p> <p style="padding-left: 40px;">a. A certificate of occupancy issued by the city of Ketchum; and</p> <p style="padding-left: 40px;">b. Completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p> <p>Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.</p>
			<i>Staff Comments</i>	<p><i>The Final Plat shall not be signed by the City Clerk until the Certificates of Occupancy is issued.</i></p> <p><i>All Design Review elements are complete.</i></p> <p><i>A bond is in place for a minor improvement of the right-of-way: repairing asphalt in a single location where the asphalt on the private property joins with the asphalt in the right-of-way.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	<p>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.</p>
			<i>Staff Comments</i>	<i>Garage areas are shown as Limited Common Area to units 201 and 301.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	<p>Storage Areas: Adequate interior storage space for personal property of the resident of each condominium unit.</p>
			<i>Staff Comments</i>	<i>Limited Common Area storage rooms and/or garages are indicated on the plat for all units - Units 101, 102, 201 and 301.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	<p>Maintenance Building: A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</p>
			<i>Staff Comments</i>	<i>Mechanical rooms are indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	<p>Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</p>
			<i>Staff Comments</i>	<i>Units 101 and 102 have outdoor spaces located at the entries of the units, albeit small. Units 201 and 301 have extensive outdoor deck space indicated as Limited Common areas associated with these units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H	<p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</p>

			Staff Comments	<i>The condominium subdivision shall comply with all other provisions of Title 16, Title 17, and all applicable City ordinances, rules, and regulations.</i>
--	--	--	-----------------------	--

Table 2: Findings Regarding Final Plat Requirements

Final Plat Requirements				
Compliant			Standards and Staff Comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p>Staff Comments <i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p>Staff Comments <i>This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p> <p><i>This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>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.</p> <p>Staff Comments <i>This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<p>Names and locations of all adjoining subdivisions.</p> <p>Staff Comments <i>The adjacent Trail Creek Crossing Condominiums has been noted on the plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<p>Name and right of way width of each street and other public rights of way.</p> <p><i>This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<p>Location, dimension and purpose of all easements, public or private.</p> <p><i>Utility easements are described in Plat Note #8.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<p>The blocks numbered consecutively throughout each block.</p> <p><i>This standard does not apply as no new blocks are proposed. The proposal consists of subdividing a multi-family residential development currently under construction and nearing completion into condominium units.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<p>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.</p> <p><i>N/A as no dedications have been proposed with the condominium subdivision.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<p>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.</p> <p><i>This standard has been met. The name of the proposed subdivision is Mindbender Condominiums.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date. <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat. <i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare. <i>N/A as no restrictions were imposed by the Ketchum City Council. However, the Encroachment Agreement and Exceedance Agreements with Council are referenced on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. 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. <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project concurrent with Certificate of Occupancy.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) 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.</p> <p><i>N/A this is a condominium subdivision of an existing structure.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>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 filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. 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 council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider 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 owned by the owner and/or subdivider.</p> <p><i>A performance bond is in place for asphalt repair in the right-of-way.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) 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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> <p><i>N/A this is a condominium subdivision of an existing structure.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description. <p><i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, 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. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be

				<p>established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
				<i>Not applicable. This standard is not applicable as the application proposes to subdivide a multi-family residential building currently under construction and does not create new lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
				<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, 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; Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; In general, partial dedications shall not be permitted, however, the 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; 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

				<p>of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which 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 council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. 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;</p> <p>17. 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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which 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 in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. 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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<p><i>This proposal does not create new street, private road, or bridge. Sidewalks, curb, and gutter are required to be installed and the associated civil drawing have been reviewed and approved through review of the Building Permit B19-076.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 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</p>

				<p>protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p> <p><i>This proposal does not create a new alley.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') 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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') 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.</p> <p>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.</p> <p>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.</p> <p><i>None of the easements described in this section apply to this project.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health 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 which it deems necessary to protect public health, safety and welfare.</p> <p><i>The building is connected to the municipal sewer system.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 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 Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, 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. All water systems shall be connected to the Municipal water system and shall meet</p>

				<p>the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p> <p><i>The building is connected to the municipal water system. Th</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p> <p><i>This standard is not applicable. The multi-family residential development in the Community Core zoning district.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. 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: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') 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, commission or Council to adequately review the affect of the proposed improvements. 3. 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. 4. Areas within a subdivision which 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. 5. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. 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 twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures. <p><i>These standards are not applicable. City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Grading Plan</i></p>

				<i>associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Building Permit B19-076 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. 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. 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. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 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.
				<i>This application is for the subdivision of a building on an existing lot that has frontage on an existing street. No new streets are proposed and no alteration to topography are proposed with this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	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.
				<i>Natural gas, telephone, cable, and electricity were installed prior to Certificate of Occupancy for the building.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or 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.
				<i>No off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
				<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which 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.
				<i>N/A</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Condominium Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Condominium Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.

4. The Condominium Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.070 of Ketchum Municipal Code Chapter 16.04.
5. The proposed Condominium Subdivision for the Mindbender Condominiums meets the standards for Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Final Plat application this Monday, December 7th, 2020 subject to the following conditions:

CONDITIONS OF APPROVAL

1. Pursuant to KMC §16.04.070.C, the final plat shall not be signed by the City Clerk and recorded until the building has received Certificate of Occupancy.
2. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
3. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
6. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
7. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met.

Findings of Fact **adopted** this 7th day of December, 2020

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Agreement 20572 with Dell Financial Services for the Leasing of Computers

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into agreement 20572 with Dell Financial Services for the leasing of computers using the following motion:

"I move to enter into Lease Agreement 20572 with Dell Financial Services to and authorize the Mayor to sign the Lease Agreement."

The reason for the recommendation is as follows:

- The City of Ketchum recently transitioned to a lease arrangement wherein computer workstations are no longer owned by the City.

Introduction and History

The City of Ketchum recently transitioned to a lease arrangement wherein computer workstations are no longer owned by the City. Leasing computers has been a cost effective, easy to budget process that ensures that all software licenses are compliant.

Analysis

For the Fiscal Year 2021, the City is seeking to lease 10 desktop work stations, 1 laptop, 19 monitors, and accompanying soundbars and adapters.

Sustainability Impact

There is no sustainability impact arising from this action

Financial Impact

The City has received a quote from Dell Financial Services outlining an annual cost of \$14,977.26. The quote is attached for reference. The funds for this lease are included in the budget.

Attachments

Attachment A: Dell Quote



Prepared For:

City of Ketchum, Idaho

November 17, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Arrears
Interim Rent:	None

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	4 Payments
ABTQ10044	OptiPlex 5080 SFF	\$977.44	10	\$9,774.40	0.027692	\$270.67
ABTQ10044	Dell 24 Monitor	193.17	19	\$3,670.23	0.027692	\$101.64
ABTQ10044	Latitude	\$1,129.06	1	\$1,129.06	0.027692	\$31.27
TOTALS						\$403.57

Proposal Expiration Date:
December 17, 2020

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change

End of Term Options:

Finance Lease/Lease Purchase:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Julie

Dell | Financial Services
5127285971

Julie_Rohrer@Dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

INDEXING LANGUAGE: Upon expiration, lease rates may be changed in the event that market rates change.



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #20571 with AirPro Inc. for a Vehicle Exhaust Removal System

Recommendation and Summary

Staff is recommending Council approve purchase order 20571 with AirPro Inc. and adopt the following motion:

"I move to approve Purchase Order #20571 for \$65,850 with AirPro Inc. for a Vehicle Exhaust Removal System."

The reasons for the recommendation are as follows:

- The City of Ketchum is constructing a fire station.
- Current industry standard is to have a vehicle exhaust removal system in the apparatus bay.

Introduction and History

The City of Ketchum voters approved funding construction of a fire station on November 5, 2019. Since that time, the project team has worked to build the station. A vehicle exhaust removal system was included as part of the original budget. Such a system is standard in new fire stations as it provides environmental benefits to employees working in the building by removing vehicle emissions at the source. The approved project budget included \$96,000 for the system.

Analysis

On November 3, 2020, the City of Ketchum released an invitation for bids (IFB) for a vehicle exhaust removal system specifying the Fire Chief's preferred solution but welcoming bids for all equivalent systems. On November 19, 2020, one bid was received from AirPro Inc. for \$65,850.00. City staff has reviewed the bid and determined that the vendor was both responsive and responsible and recommends award to Airpro with purchase order 20571.

Sustainability Impact

There is no sustainability impact arising from this action as it does not reduce tailpipe emissions but simply captures them.

Financial Impact

As noted above, the project budget included \$96,000 for the system and the bid is within that allowance.

Attachments

- Attachment A: Purchase Order 20571



City of Ketchum
City Hall

Purchase Order

Number: 20571
Date: 12/7/2020

Vendor: AirPro Inc.
3875 Elm Street
Denver, CO 80207

Quote Ref: 11/16/2020 Bid

Quantity	Description	Total Cost
1	Plymovent System in accordance with the IFB and bid	\$65,850

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Grant Gager
480 East Avenue N
Box 2315
Ketchum, ID 83340

Order Submitted By:

Neil Bradshaw, Mayor



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Change Order #3 to Contract 20454

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign Change Order #3 to Contract 20454 with CORE | Headwaters LLC:

“I move to approve Change Order #3 in an amount of \$5,252, to Contract 20454 with CORE | Headwaters LLC and authorize the Mayor to sign the Change Order.”

The reasons for the recommendation are as follows:

- The City and the project team have made certain project changes, primarily to windows and doors, that have had a cost impact.

Introduction and History

The City of Ketchum approved the construction of a fire station on November 5, 2020. Since that time, the project team has worked to bring the project to construction. Change Order #3 was developed by the project team to address certain building usability issues that have arisen during the construction phase.

Analysis

Change Order #3 will provide for a building with increased usability as determined by the project team with input from the Ketchum Fire Department.

Sustainability Impact

There is no sustainability impact arising from this action.

Financial Impact

This change order will be funded from project contingency.

Attachments

- Attachment A: Change Order #3 Contract 20454



Contract #: 20454
Project Description: Fire Station CM/GC
Change Order #: 003
Effective Date: 12/7/2020

Description of Change:
Acceptance by City of certain project changes as detailed in the following pages

Additional Time Granted: 0 days
New Contract End Date: Unchanged

Contract Price Impact

Original Contract Price:	\$	9,320,940.00
Total of Prior Change Orders:	\$	8,776.00
Contract Price Prior to this Change Order:	\$	9,329,716.00
Increase / (Decrease) of this Change Order:	\$	5,252.00
Contract Price Incorporating this Change Order:	\$	9,334,968.00

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

Seth Maurer, Managing Member
CORE | Headwaters LLC



Building. Growing. Leading. ...Since 1937.

Budget Evolution Item Summary

City of Ketchum Fire Station #1

ASI #02 CoK Fire Station #1

Date: 11/18/2020

Description: Incorporation of GMP Value Added scope and Owner Requested Items

SCOPE	SUBCONTRACTOR	AMOUNT
Door and Frame Revisions	D&A Doors & Specialties	\$ 469.00
Gas Line for Owner Generator	Evans Plumbing	\$ 1,055.00
Added Casement Vent and Casements	Nu-Vu Glass	\$ 2,382.00
SUBTOTAL:		\$ 3,906.00
SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.		
Bond and Insurance	CORE	\$ 82.00
CMAR FEE	CORE	\$ 174.00
Sales Tax	CORE	\$ -
TOTAL AMOUNT:		\$ 4,162.00



Change Order Request Form

Company: CORE Construction

From: Shane Lawrence

Email

Date: August 20, 2020

Attention: Matt Sylvester

Project: CoK FS1

Phone:

Fax:

Email:

Change Order Information: Addendum 2 & ASI 2

Below is the pricing that was requested for the above project. Materials cannot be ordered until we receive written authorization. If materials are need faster than a formal change order can be generated authorize below for acceptance.

Qty	Item No.	Dr. No.	Changed	Ext Sell
1	Change door from FG to NG	111	Addendum 2	(46.00)
1	Change door from FG to NG	112	Addendum 2	(46.00)
1	Change door from FG to NG	113	Addendum 2	(46.00)
1	Change frame from type D3 to D1	102A	Addendum 2	(100.00)
1	Change door from ALSF to HM - 3070 16ga A60 Urethane Core Top Cap CL G18 NG	130B	ASI 2	707.00
Total				469.00

Signature: _____

Date: _____

Print: _____

Change Request Proposal

Project: 203600 / CoK FS No. 1
(name and address) 107 Saddle Road
Ketchum, ID 83340

Change request number: 01
Description: ASI 2 Gas line to emergency generator

Customer: CORE | Headwaters, LLC

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 08/27/20

Quotation

Submitted date: 08/27/20
Due date:
Submitted amount: 1,055.00
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
	Labor - 10 hrs	800.00
	Materials	255.00
Total Revenue For CR 01		1,055.00

Approvals

Customer: CORE | Headwaters, LLC
Authorized Representative: _____
By: _____
Date: _____

Contractor: Evans Plumbing, Inc.
By: _____
Date: _____



NU-VU GLASS

421 Eastland Drive | Twin Falls, ID 83301
 P: (208) 734-9877 | F: (208) 549-5228

COR 1

DATE	8/28/2020
PROJECT NAME	KETCHUM FIRE STATION 1
PROJECT LOCATION	KETCHUM, ID
PROJ. MNGR (NUVU GL.)	JENNY ROWE

DESCRIPTION OF THE CHANGE ORDER:	AMOUNT:
CO1-b 3 EA WINDOW C - CASEMENT IN LIEU OF STOREFRONT	
KAWNEER STOREFRONT	-372.00
DESCO - i65 Plus - Project out	2,263.00
3 HR ADDITIONAL LABOR	180.00
15% OH-PROF	310.65
	2381.65
CUSTOMER SIGNATURE	
TOTAL AMOUNT:	\$2,381.65

CUSTOMER NAME	CORE/HEADWATERS- CHRIS SCHRATWIESER
CUSTOMER ADDRESS	900 JET STREAM DR., REXBURG, ID 83440



NU-VU GLASS

421 Eastland Drive | Twin Falls, ID 83301
P: (208) 734-9877 | F: (208) 549-5228

VOIDED see updated quote

COR 1

DATE 8/28/2020

PROJECT NAME KETCHUM FIRE STATION 1

PROJECT LOCATION KETCHUM, ID

PROJ. MNGR (NUVU GL.) JENNY ROWE

DESCRIPTION OF THE CHANGE ORDER:		AMOUNT:
CO1-a	ADD CASEMENT VENT TO INTERIOR WINDOW 3	
	DESCO - i65 inset into storefront	755.00
	1 HR ADDITIONAL LABOR	60.00
	15% OH-PROF	122.25
		937.25
CO1-b	3 EA WINDOW C - CASEMENT IN LIEU OF STOREFRONT	
	KAWNEER STOREFRONT	-372.00
	DESCO - i65 Plus - Project out	2,263.00
	3 HR ADDITIONAL LABOR	180.00
	15% OH-PROF	310.65
		2381.65

CUSTOMER SIGNATURE

TOTAL AMOUNT: **\$3,318.90**

CUSTOMER NAME CORE/HEADWATERS- CHRIS SCHRATWIESER

CUSTOMER ADDRESS 900 JET STREAM DR., REXBURG, ID 83440



Building. Growing. Leading. ...Since 1937.

Budget Evolution Item Summary

City of Ketchum Fire Station #1

ASI #03 CoK Fire Station #1

Date: 11/18/2020

Description: Revisions dated 10/14/2020 per Cole Architect narrative

SCOPE	SUBCONTRACTOR	AMOUNT
Change doors from ALSF to HM	D&A Doors	\$ 7,684.00
Change doors from ALSF to HM	Nu-Vu Glass	\$ (10,275.00)
Change Alum Finish to Black from Clear	Nu-Vu Glass	\$ 3,850.00
Revis Hardware per RFI-CC-109	Nu-Vu Glass	\$ 1,043.00
Changes to Elevator Power	MVE	\$ (1,636.00)
Window Sill @ Reception Area	Gary's Woodworking	\$ 357.00
DOES NOT INCLUDE PATIO CHANGE		
SUBTOTAL:		\$ 1,023.00
SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.		
Bond and Insurance	CORE	\$ 21.00
CMAR FEE	CORE	\$ 46.00
Sales Tax	CORE	\$ -
TOTAL AMOUNT:		\$ 1,090.00



Change Order Request Form

Company: CORE Construction

From: Shane Lawrence

Email

Date: October 23, 2020

Attention: Matt Sylvester

Project: CoK FS1

Phone:

Fax:

Email:

Change Order Information: ASI 3

Below is the pricing that was requested for the above project. Materials cannot be ordered until we receive written authorization. If materials are need faster than a formal change order can be generated authorize below for acceptance.

Qty	Item No.	Dr. No.	Ext Sell
-1	HM frames in lieu of interior aluminum at openings 101B, 103, 104, 105, 109, 114, 115A, 117 & 118		(7,640.00)
1	HM Frame, 3070 8-3/8 E8 E18 A60 3F	102B	284.00
1	HM Door, 3070 F 16ga A60 707N		586.00
3	Hinge, 5BB1 4.5 x 4.5 630 NRP		66.00
1	Rim Exit, LD-98 EO 626		763.00
1	Closer, 4040XP CUSH TBWMS 689		370.00
1	Floor Stop, FS18S		6.00
1	Gasketing, 2891AS 36 x 84		106.00
1	Sweep, 315CN 36		11.00
1	Threshold, 1715A 36		63.00
1	Install frame, door & hardware		448.00
-1	Rim Exit, 98-NL 626 3'		106A	(911.00)
1	Rim Exit, LD-98 EO 626	763.00	
1	Elec Trim, CO-100-993R 70-KP RHO R 4B 626	720.00	
1	HM Frame, 3070 RHR 7-3/4 E8 E18 A60 3F4	106C	240.00
1	HM Door, 3070 HG 16ga A60 707N		706.00
3	Hinge, 5BB1HW 4.5 x 4.5 630 NRP		102.00
1	Rim Exit, LD 98-NL 626 3'		911.00
1	Rim Cylinder, 20-057 626		86.00
1	Closer, 4040XP SCUSH TBWMS 689		355.00
1	Electric Strike, 6300 630		476.00
1	Gasketing, 2891AS 36 x 84		106.00
1	Sweep, 315CN 36		11.00
1	Threshold, 1715A 36		63.00
1	Install door & hardware - Frame by Mason		476.00
1	HM Frame, 3070 LHR 7-3/4 A60 SL1	108	637.00
1	HM Door, 3070 HG 16ga A60 707N		769.00
3	Hinge, 5BB1 4.5 x 4.5 630 NRP		66.00
1	Rim Exit, 98-NL 626 3'		912.00
1	Rim Cylinder, 20-057 626		86.00
1	Closer, 4040XP SCUSH TBWMS 689		355.00
1	Kick Plate, 8400 B-CS 10 x 34 US32D		22.00



(Change Order Information: ASI 3 - Fax Transmission Continued)

1	Gasketing, 2891AS 36 x 84		106.00
1	Sweep, 315CN 36		11.00
1	Threshold, 1715A 36		63.00
1	Install door & hardware - Frame by Mason		457.00
1	Electric Strike, 51003FP 689	109	160.00
1	HM Frame, 4070 LHR 7-3/4 A60 3F4		266.00
1	HM Door, 4070 FG 16ga A60 707N		839.00
3	Hinge, 5BB1HW 4.5 x 4.5 630 NRP		102.00
1	Rim Exit, 98-NL 626 4'		921.00
1	Elec Trim, CO-100-993R 70-KP RHO R 4B 626		720.00
1	Rim Cylinder, 20-057 626		86.00
1	Closer, 4040XP SCUSH TBWMS 689	123	355.00
1	Electric Strike, 6300 630		476.00
1	Kick Plate, 8400 B-CS 10 x 46 US32D		30.00
1	Gasketing, 2891AS 48 x 84		113.00
1	Sweep, 315CN 48		14.00
1	Threshold, 1715A 48		84.00
1	Install door & hardware - Frame by Mason		476.00
-3	Hinge, 5BB1 4.5 x 4.5 630 NRP		(66.00)
3	Hinge Filler, DFF4	127A	18.00
1	Cont. Hinge, 224HD 83" 628		87.00
-1	Storeroom Lock, ND80RD RHO 626	128B	(279.00)
1	Mortise Lock, L9486R 06A L583-363 L583-375 626		552.00
1	HM Door, 3070 FNV 16ga A60 707N		689.00
3	Hinge, 5BB1 4.5 x 4.5 630 NRP		66.00
1	Push, 8200 4 x 16 630		7.00
1	Pull, 8305 4 x 16 630		39.00
1	Closer, 4040XP EDA AL	130B	299.00
1	Kick Plate, 8400 B-CS 10 x 34 US32D		22.00
1	Wall Stop, WS407 CCV 630		2.00
3	Silencer, SR64		-
1	Install door & hardware - Frame by Mason		364.00
-1	Rim Exit, 98-NL 626 3'		(911.00)
1	Rim Exit, LD-98 EO 626	136	763.00
1	Elec Trim, CO-100-993R 70-KP RHO R 4B 626		720.00
1	Electric Strike, 51003FP 689	217	160.00
10	Change wood doors 104, 105, 109, 114, 115A, 117, 212, 213, 214 & 216 from 45 Min to non rated		(1,250.00)
6	Change wood doors 204, 205, 206, 207, 208 & 209 from 45 Min to 20 Min		(702.00)
9	Change hm doors 115B, 121, 124, 128A, 128B, 131, 132, 134 & 217 from 45 Min to non rated		(189.00)
Total			7,684.00

Signature: _____

Date: _____

Print: _____



NU-VU GLASS

421 Eastland Drive | Twin Falls, ID 83301
P: (208) 734-9877 | F: (208) 549-5228

COR 3

DATE	10/3/2020
PROJECT NAME	KETCHUM FIRE STATION 1
PROJECT LOCATION	KETCHUM, ID
PROJ. MNGR (NUVU GL.)	JENNY ROWE

DESCRIPTION OF THE CHANGE ORDER:		AMOUNT:
COR	PER ASI03	
	DELETE DOOR 102B, 108, 106C, 123	-10,895.00
	CHANGE HARDWARE ON DOORS 101A, 130A	1,563.00
	ADD CRL TRACK AT RECEPTION WINDOW	397.00
	15% OH-PROF	-1,340.25
CUSTOMER SIGNATURE		
TOTAL AMOUNT:		(\$10,275.25)

CUSTOMER NAME	CORE/HEADWATERS- CHRIS SCHRATWIESER
CUSTOMER ADDRESS	900 JET STREAM DR., REXBURG, ID 83440



NU-VU GLASS

421 Eastland Drive | Twin Falls, ID 83301
 P: (208) 734-9877 | F: (208) 549-5228

COR 2

DATE	10/3/2020
PROJECT NAME	KETCHUM FIRE STATION 1
PROJECT LOCATION	KETCHUM, ID
PROJ. MNGR (NUVU GL.)	JENNY ROWE

DESCRIPTION OF THE CHANGE ORDER:	AMOUNT:
COR-B.A. PER ARCHITECTS REMARK ON SUBMITTAL REVIEW CHANGE TO BLACK ANODIZE IN LIEU OF CLEAR ANODIZE	
KAWNEER STOREFRONT ADD	1,722.00
DESCO i65 CASEMENT ADD	898.00
15% OH-PROF	393.00
COR-C1-C2 PER ARCHITECTS REMARK ON SUBMITTAL REVIEW ADD WINDOW C1 AND C2	
KAWNEER STOREFRONT ADD	248.00
GLASS	480.00
LABOR	N/C
15% OH-PROF	109.20
CUSTOMER SIGNATURE	
TOTAL AMOUNT:	
	\$3,850.20

CUSTOMER NAME	CORE/HEADWATERS- CHRIS SCHRATWIESER
CUSTOMER ADDRESS	900 JET STREAM DR., REXBURG, ID 83440



NU-VU GLASS

421 Eastland Drive | Twin Falls, ID 83301
P: (208) 734-9877 | F: (208) 549-5228

COR 4

DATE	11/17/2020
PROJECT NAME	KETCHUM FIRE STATION 1
PROJECT LOCATION	KETCHUM, ID
PROJ. MNGR (NUVU GL.)	JENNY ROWE

DESCRIPTION OF THE CHANGE ORDER:		AMOUNT:
RFI-109	ADD ELECTRIC STRIKE TO DOOR 101A	
	VD 6300 FSE	767.00
	FAB AND INSTALL LABOR	140.00
	15% OH-PROF	136.05
CUSTOMER SIGNATURE		
TOTAL AMOUNT:		\$1,043.05

CUSTOMER NAME	CORE/HEADWATERS- CHRIS SCHRATWIESER
CUSTOMER ADDRESS	900 JET STREAM DR., REXBURG, ID 83440

SUBCONTRACTOR "REDUCTION" CHANGE ORDER REQUEST

Date:

SUBCONTRACTOR: Magic Valley Electric

PROJECT NAME: Ketchum Fire station

CONTACT: Jimmy Gyorfy

PROJECT ADDRESS: 107 Saddle Road

ADDRESS: 395 Railway Street

Jerome, ID 83338

Ketchum, ID 83353

PHONE: 208-944-4931

THIS IS IN RESPONSE TO: EMAIL

Bulletin #:

CONTRACTOR: Core Construction

ASI #:

3

CONTACT: Chris Schratwieser

VERBAL REQUEST FROM:

ADDRESS: 777 North 4th Street

Boise, ID 83702

SUBCONTRACTOR CO#:

PHONE: 702-794-0550

DESCRIPTION: **REPLACING 400A DISCONNECT, 225 FUSES, AND 250 WIRE WITH 60A DISCONNECT, 40A FUSES, AND #6 WIRE**

LOCATION: **KETCHUM FIRE STATION**

DRAWINGS: **E9.00**

	Trade Description	Hours	Labor Amt.			Total Cost
LABOR:	STAYS THE SAME:					0.00
						0.00
						0.00
						0.00
						0.00
	Description	QTY	Unit Price	Sub-Total	Taxes	Total Cost
MATERIAL:	DIFFERENCE ON MATERIAL	1	1,263.00	1,263.00	75.78	1,338.78
	RESTOCK FEE 400 AMP	1	280.60	280.60	16.84	297.44
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
	Description	QTY	Unit Price	Sub-Total	Taxes	Total Cost
EQUIPMENT:				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
SUBTOTAL:						1,636.22
GRAND TOTAL:				Total Amount		\$1,636.22

NOTES:

Authorized Signature

Date

Chris Schratwieser

From: Matt Sylvester
Sent: Thursday, November 5, 2020 3:55 PM
To: Chris Schratwieser
Cc: John Brown
Subject: FW: CoK FS1 - ASI 3

Matthew Sylvester

Assistant Project Manager

CORE Construction | West

C: 702-416-7677 | W: coreconstruction.com

From: Gary Henning <garyswoodworking@gmail.com>
Sent: Thursday, November 5, 2020 11:15 AM
To: Matt Sylvester <mattsylvester@coreconstruction.com>
Subject: Re: CoK FS1 - ASI 3

window sills in the reception room add 357.00

On Wed, Nov 4, 2020 at 10:00 AM Gary Henning <garyswoodworking@gmail.com> wrote:

Do they want the sill on both windows in the reception?

On Tue, Nov 3, 2020 at 10:21 AM Matt Sylvester <mattsylvester@coreconstruction.com> wrote:

Gary/Andy,

Please notify CORE of any cost/schedule impacts due to ASI 3 within 24 hours. Be sure to note detail 8 on sheet A6.73. If you have any questions, please let us know.

Thank you,

Matthew Sylvester

Assistant Project Manager

CORE Construction | West

P: 702-794-0550 | C: 702-416-7677 | W: <https://protect-us.mimecast.com/s/EecaCPNgA2cvqqv9szhQ4f?domain=coreconstruction.com>

E: mattsylvester@coreconstruction.com



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20570 For Marketing Services With Sun Valley Marketing Alliance

Recommendation and Summary

Staff is recommending the council approve the annual contract with the Sun Valley Marketing Alliance and adopt the following motion:

I move to authorize the Mayor to sign Contract 20570 with the Sun Valley Marketing Alliance.

The reasons for the recommendation are as follows:

- Ketchum has historically contracted with the Sun Valley Marketing Alliance for these services
- The necessary funding was approved in the FY21 adopted budget

Introduction and History

The City has historically contracted with the Sun Valley Marketing Alliance for marketing services to facilitate the tourism to the valley and associated positive impact to the collection of the Local Option Tax. Attached is the proposed scope of work associated with this contract.

Sustainability

No impact.

Financial Impact

The cost for services is \$110,000 and the Fiscal Year 2021 approved budget has necessary funding for the proposed services.

Attachments:

1. Proposed Contract 20570
2. Proposed Scope of Work

CONTRACT FOR SERVICES 20570

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area (including Ketchum) as a destination resort.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. City Municipal Code Chapter 3.12 provides for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Ketchum. Pursuant to the language of the Chapter, which was approved by the voters of Ketchum, the municipal sales tax revenue derived shall be used for the following purposes: municipal transportation; open space acquisition and recreation; capital improvements (roads, water, sewer, parking, Ore Wagon Museum); emergency services (police, fire, ambulance); city promotion, visitor information and special events; property tax relief; and direct costs to collect and enforce the tax.
6. The primary reason for the City to enter this contract is to increase visitors in order to increase Local Option Tax revenues, generated by retail sales, ski tickets, lodging, and liquor by the drink in the City of Ketchum.
7. The Organizational Goals of SVMA are consistent with the purposes and findings of Municipal Code Chapter 3.12.
8. It is the intention of Ketchum to contract with SVMA to provide such services for consideration as hereinafter provided.
9. Ketchum has committed \$110,000 towards this contract for services in the FY21 budget.
10. SVMA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the SVMA as follows:

1. **SERVICES RECEIVED.** SVMA agrees to provide those services identified in Attachment A as an independent contractor. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.
2. **TERM.** The term of this Agreement shall commence October 1, 2020 and shall terminate on the 30th day of September 2021.
3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to SVMA the total sum of ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000) payable in agreed upon installments. SVMA will provide the City an invoice setting forth the amount of the installment due for the installment; the City shall pay SVMA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
4. **REPORTING.** SVMA agrees to report to the Ketchum City Council quarterly via email on progress towards the specific scope of work objectives and measurements, and include advertising campaign material (before the next seasons campaign is finalized). SVMA also agrees to provide the City with the information and reports Identified in Attachment A.

SVMA shall provide to the City of Ketchum the operating budget to include revenues and detailed expenditures. And present semi-annual financial reports (YTD budget and current balance sheet) two times per year; and furnish to the City at SVMA's expense externally prepared financial reviews (actual P&L and year-end balance sheet) on an annual basis; make available to the City all SVMA financial information at any time for any reason; and furnish SVMA's bylaws to the City and immediately advise the City in writing of any changes to the bylaws or changes to the organizational structure.

SVMA shall maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.

5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to SVMA with or without cause. The City recognizes that the SVMA has made significant financial commitments (e.g. vendor contracts, leases, employees, etc.) on behalf of the City and SVMA will need time to adjust its obligations. In the event of such termination, The City shall have no further responsibility to make any payment to SVMA under this Contract at the end of the 120-day period. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of SVMA shall survive any termination of this Contract.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Agreement. SVMA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest

and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner.

8. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by SVMA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of SVMA's obligations pursuant to this Agreement shall be the sole responsibility of SVMA, and SVMA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of SVMA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.

10. DISPUTES: In the event that a dispute arises between the City and SVMA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

11. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator
 City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Sun Valley Marketing Alliance, Inc.
 PO Box 4934
 Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

SUN VALLEY MARKETING ALLIANCE

By: _____
 Neil Bradshaw
 Mayor

By: _____
 Scott Fortner
 Executive Director

ATTEST _____
 Katrin Sharp, Deputy City Clerk

Attachment A

Sun Valley Marketing Alliance Scope of Work FY 2020/2021

Goal: As a Destination Marketing Organization (DMO), Visit Sun Valley seeks to create awareness of the Sun Valley brand, develop loyalty, and build retention with our visitors. We do this through the promotion of our community as an attractive travel destination and enhancing its public image as a dynamic place to live, work and visit with a net positive effect on our community and quality of life.

Scope of Work Objectives:

- Establish effective working relationship with local businesses & stakeholders
- Implement a strategic plan for cultivating new generation of visitors
- Promote Ketchum as a basecamp for the area's bountiful nearby experiences
- Track visitor trends
- Present to our strategic marketing plan to the City Council for the year
- Marketing and Promotions: delivering the destination's strategic & cohesive messages
- Guest research: short term lodging analytics, as well as domestic travel research trends and patterns
- Public Relations: create media coverage opportunities, reputation management and influencer programs
- Visitor Services: information distribution via website, online search marketing & promotion Visitor Center operations and fulfillment of guest information via digital platforms
- Community Relations: collaboration with businesses, community stakeholders, and residence distributed via newsletter, calendar of events, and various website content
- Cultivating the Next Generation Visitor: introducing the destination to visitors and cultivating experiences that develops more loyalty and retention

Measurements:

- Monitoring a variety of touchpoints and metrics to paint a broad picture of tourism impacts.
 - Lodging: Room Nights occupied (raw) and sold
 - Trends in customer journey and flow
 - Traffic flow, Enplanements (raw)
 - Visitor Interest and intent -Website and Internet search analytics
 - Reputation - consumer, stakeholder
 - Life Time Value (LTV) of the: Visitor, Part time resident, Full time resident. (Dependent/Independent of the local financial contribution to local economy)
- We will email our progress on specific scope of work objectives. This will include:
 - Annually measure success by reviewing and present information to council.
 - Bi-annually provide information on visitor trends and upcoming campaigns



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Presentation and Discussion on DRAFT City Master Transportation Plan

Recommendation and Summary

Staff is requesting feedback on the draft City Master Transportation Plan. Following the Council's feedback, staff would engage the community for public feedback on the plan and then return in January for formal adoption of the plan.

The reasons for the request are as follows:

- City retained HDR Engineering to complete the technical analysis of both current and future transportation needs based on growth.
- The consultant has applied best practices in mobility management with regard to the recommendations contained in the plan.
- The Traffic Authority has reviewed the plan and recommends adoption.

Introduction and History

The city received a state transportation grant to fund the creation of the master transportation plan. The city selected HDR in Boise to serve as the technical resource. The purpose of the plan is to articulate a future vision for the city's mobility needs and a suite of associated projects. The consultant team reviewed current transportation conditions (e.g. crash data) and conducted forecasting scenarios to estimate future trip generation to better understand future improvement opportunities. It is important to note that this plan was not financially constrained as it is meant to be a long-term planning document complimenting the city's Comprehensive Plan. Should the Council approve the plan, staff would work to refine the recommended projects to align with the city's overall Capital Improvement Plan and financial forecast as well as state and federal grant opportunities.

Contents of the draft plan include:

1. Introduction
2. Demographics
3. Existing Transportation Systems
4. Regional Comprehensive and Transportation Planning
5. Future Conditions Evaluation
6. Asset Management
7. Recommendations
8. Funding Opportunities

Analysis/Next Steps

Key project highlights include:

Pedestrian

- Bulb-outs and ADA ramp improvements on Main Street, First Avenue and East Avenue
- Sidewalk infill
- Signal upgrades on Main Street

Bike/Multi-use Path

- Bike wayfinding plan
- 2nd Avenue protected bike lane
- Sharrow network throughout town
- SH-75 north to Saddle Road

Vehicular

- Alternatives analysis for Warm Springs/Lewis/10th Streets
- Alternate lane configuration for Main Street
- Continue to evaluate seasonal or permanent closure of 4th Street (East Ave to Leadville).

Staff proposes the following next steps:

1. Incorporate Council feedback into the draft plan
2. Seek public input via website and social media channels (*December*)
3. Provide Council public feedback and request formal adoption of plan (*January*)
4. Develop five-year financial implementation scenarios to be incorporated in city CIP (*Spring*)

Sustainability Impact

The plan does focus significantly on alternate transportation improvements (walk/bike).

Financial Impact

Should the Council formally adopt the plan, staff will then develop different long-range financial scenarios for the Council to review and approve.

Attachment:

DRAFT Master Transportation Plan



City of Ketchum

Master Transportation Plan





Table of Contents

1	Introduction	1
1.1	Purpose.....	1
1.2	Ketchum’s Transportation Vision and Goals	2
1.3	Executing the Transportation Vision.....	3
1.4	City Coordination.....	4
2	Demographics	4
2.1	City of Ketchum and Surrounding Areas	4
2.2	Population	4
2.3	Housing	5
2.4	Employment Characteristics	6
2.5	Commuting Characteristics.....	6
2.6	Disability Characteristics.....	7
2.7	Current Land Use.....	7
3	Existing Transportation System	10
3.1	Street Jurisdiction.....	10
3.2	Functional Classification	10
3.2.1	Recommendations.....	11
3.3	Bicycle and Pedestrian Facilities	14
3.4	Transit and Intermodal Options	17
3.4.1	Public Transit.....	17
3.4.2	Airport	17
3.4.3	Other Services.....	17
3.4.4	Non-motorized Trails	17
3.5	Daily Traffic & Traffic Patterns	18
3.6	Crash History	20
3.7	Speed Limits	23
3.8	Existing Operations.....	24
3.8.1	May 2018 Operations	24
3.8.2	Summer 2018 Operations	26
3.8.3	ITD SH-75 Project	27
4	Regional Comprehensive and Transportation Planning	27
4.1	Comprehensive Plan.....	27
4.2	City Design Policies and Standards.....	27
4.3	Downtown Ketchum Master Plan.....	28
4.4	Blaine County Transportation Plan	28
4.5	Blaine County Community Bicycle and Pedestrian Master Plan.....	28
4.6	SH-75 Timmerman to Ketchum: Final Environmental Impact Statement	28
4.7	Mountain Rides Capital Improvements Plan	29
5	Future Conditions Evaluation	30
5.1	Future Traffic Projections.....	30



- 5.1.1 Historical Travel Demand Growth 30
- 5.2 Future Employment..... 31
- 5.3 Future Land Use 31
- 5.4 Potential Impacts of Future Development 34
- 5.5 Forecast Operations 35
 - 5.5.1 Key Intersections 35
 - 5.5.2 Main Street and Warm Springs Road/6th Street Intersection..... 37
 - 5.5.3 Warm Springs Road intersections with 10th Street and Lewis Street 38
 - 5.5.4 Main Street Lane Reconfiguration and Signal Update..... 41
- 6 Asset Management..... 43**
 - 6.1 Pavement Management..... 43
 - 6.2 Sign Management..... 44
- 7 Recommendations..... 44**
 - 7.1 Capital Improvement Plan..... 44
 - 7.2 Routine Annual Roadway Maintenance 51
 - 7.2.1 Crack Sealing and Patching 51
 - 7.2.2 Chip Seal Cycle 51
 - 7.2.3 Sidewalk and Curb and Gutter Repair 51
 - 7.2.4 Pavement Marking Maintenance..... 52
 - 7.3 Road Rehabilitation and Reconstruction 52
- 8 Funding..... 53**
 - 8.1 Local Funding..... 53
 - 8.1.1 General Fund..... 53
 - 8.1.2 Idaho Users Revenue Fund 53
 - 8.1.3 Vehicle Registration Fees 53
 - 8.1.4 Property Taxes 53
 - 8.1.5 Sales Tax..... 53
 - 8.1.6 Impact Fees 53
 - 8.1.7 Local Improvement Districts 54
 - 8.2 State and Federal Funding 54
 - 8.2.1 LHTAC 54
 - 8.2.2 ITD 56
 - 8.2.3 Idaho Department of Parks and Recreation..... 57



List of Tables

Table 1. Population of Local Communities	5
Table 2. Employment Distribution	6
Table 3. LOS Thresholds for Motor Vehicles at Intersections	24
Table 4. 2018 Key Intersection LOS and Average Delay	26
Table 5. 2040 No Build Key Intersection LOS and Average Delay	37
Table 6. Warm Springs Road, 10th Street, and Lewis Street Concept Comparison	41
Table 7. Capital Improvements Plan	45
Table 8. Roadway Maintenance, Rehabilitation, and Reconstruction Plan	51

List of Figures

Figure 1. Transportation Planning Process	3
Figure 2. Demographics Snapshot	5
Figure 3. Commuting Choices	7
Figure 4. Existing Land Use	9
Figure 5. Recommended Functional Classification	13
Figure 6. Existing Bike and Shared-Use Facilities	16
Figure 7. Existing Traffic Volumes	19
Figure 8. 2014-2018 Crash Locations and Severity	21
Figure 9. Crash Summaries	22
Figure 10. Existing Conditions LOS	25
Figure 11. ATR #68 Historic AADT	30
Figure 12. ATR #28 Historic AADT	31
Figure 13. Future Land Use	33
Figure 14. Future Conditions LOS	36
Figure 15. Warm Springs Road and 10th Street Single Lane Roundabout Concept	39
Figure 16. Warm Springs Road and 10th Street Single Dog bone Roundabout Concept	40
Figure 17. Lane Reconfiguration Road Diet Example	42
Figure 18. Pedestrian Crossing Road Diet Example	42
Figure 19. Bulb Out Example	42
Figure 20. Capital Improvement Plan Map – Bicycle/Multi-Use Projects	47
Figure 21. Capital Improvement Plan Map – Pedestrian Projects	48
Figure 22. Capital Improvement Plan Map – Roadway/Intersection Projects	49
Figure 23. Road Rehabilitation and Reconstruction Projects	52



Acronyms

AADT	Annual average daily traffic
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
CMF	Crash modification factor
CRF	Crash reduction factor
EB	eastbound
EBL	eastbound left turn movement
EBT	eastbound through movement
EBL/T	eastbound left turn/through shared lane
EBL/T/R	eastbound left turn/through/right turn shared movement
EBR	eastbound right turn movement
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FY	Fiscal year
HCM	Highway capacity Manual
HDR	HDR Engineering, Inc.
HSM	Highway Safety Manual
LHJ	Local highway jurisdictions
LOS	level of service
mph	miles per hour
MPO	metropolitan planning organization
MUTCD	Manual on Uniform Traffic Control Devices
MEV	million vehicles entering intersection
NB	northbound
NBL	northbound left turn movement
NBL/T/R	northbound left turn/through/right turn shared movement
NBT/R	northbound through/right turn shared movement
NBR	northbound right turn movement
NCHRP	National Cooperative Highway Research Program
PDO	property damage only
PTSF	percent-time spent following
RIRO	Right-in/right-out
ROW	Right-of-way
SB	southbound
SBL	southbound left turn movement
SBL/T/R	southbound left turn/through/right turn shared movement
SBT/R	southbound through/right turn shared movement
SBR	southbound right turn movement
s/veh	seconds per vehicle
TEV	Total entering vehicles
TWLTL	Two-way left turn lane
v/c	volume to capacity ratio
WB	westbound
WBL	westbound left turn movement
WBL/T	westbound left turn/through shared lane
WBL/T/R	westbound left turn/through/right turn shared movement
WBT	westbound through movement
WBR	westbound right turn movement



1 Introduction

1.1 Purpose

The City of Ketchum (Ketchum) is committed to providing a balanced transportation system that serves all users and modes for mobility. This Master Transportation Plan (Plan) is a comprehensive guide that identifies short and long range transportation system needs across Ketchum and supports economic development and structured growth.

This document will replace the *Ketchum Transportation Plan* (2004) by updating the existing conditions and presenting a set of updated recommendations based on changes in population growth, development patterns, transportation system needs and economic factors. The 2004 plan outlined local conditions and recommendations for improvements to Ketchum’s transportation system. However, due to changes in development and Ketchum’s vision for enhanced pedestrian, bicycle, and transit connectivity, comfort, and mobility, much of the information and recommendations presented in the previous study needed to be updated. In the late 1990’s and early 2000’s, Ketchum experienced unprecedented development. The previous transportation plan was completed in the midst of this growth and proposed improvements were identified based on the conditions at the time. However, this period of growth was followed by an economic downturn that affected both local and overall national economies, causing dramatic drops in employment rates, construction activity, property values, and city revenues. In 2016, Ketchum received a grant from the Local Rural Highway Investment Program (LRHIP), administered by the Local Highway Technical Assistance Council (LHTAC), for the development of this updated Plan.

Plan Purpose
Assist Ketchum policymakers and staff in making sound decisions for the City transportation system to promote a greater quality of life and provide a guide for future development.

This Plan is designed to assist Ketchum policymakers and staff in making sound decisions for the city transportation system to promote a greater quality of life and provide a guide for future development. It promotes goals and visions that help to identify improvements to the Ketchum transportation system. This Plan should be considered a “living” document that changes with evolving needs and current resources available to Ketchum. This Plan does not incorporate land use objectives. However, land use and transportation should be carefully integrated as part of the planning process. This Plan will focus on transportation-related issues, including:

- Existing population and land use characteristics
- Existing transportation system
- Asset management and maintenance planning
- Future transportation system improvements
- Funding sources for the recommended transportation system improvements



1.2 Ketchum's Transportation Vision and Goals

Ketchum policymakers and staff identified a future vision of their transportation system in the *Ketchum Comprehensive Plan (2014)*. The key elements of this vision will be carried through the projects, policies and future plans that are identified for Ketchum's transportation system. The following goals were developed to help achieve Ketchum's transportation vision. These goals and associated objectives are paramount in the land use and transportation planning process and are integral to the success of Ketchum's transportation system:

Ketchum Transportation Vision

Ketchum will provide a framework for creating a balanced, integrated transportation system that serves a wide variety of users. A range of transportation alternatives will be designed for residents, visitors, and the workforce to travel safely and easily to their destinations.

- An expanded transit system that offers more frequent service and convenient connections within the community and to regional destinations;
- A complete system of bicycle routes and trails for commuter and recreational bicyclists;
- A safe, complete and comprehensive pedestrian circulation system; and
- Convenient and consistent air transportation to and from the Wood River Valley.

Goal No. 1 – Provide safe and efficient travel on Ketchum's transportation system now and in the future, including all modes of travel, and identify the necessary transportation network improvements.

- Objectives
 - Collect accurate baseline information about the existing transportation system.
 - Conduct a needs assessment highlighting improvement projects needed for the transportation system by the year 2040.
 - Identify, evaluate, and quantify funding sources that are likely to be available to fund higher priority projects.

Goal No. 2 – Refine the concepts to primarily focus on multi-modal connections to the Downtown Core Area.

- Objectives
 - Incorporate recommendations in city and regional multi-modal planning documents.
 - Implement a thoughtful evaluation and cost estimation of projects identified in the needs assessment, consistent with the *Ketchum Comprehensive Plan* and other relevant transportation plans.

1.3 Executing the Transportation Vision

Much like the transportation planning process, there is a progression that can be followed to evaluate and implement transportation projects included in this Plan. The following steps in **Figure 1** should be considered to continually evaluate and execute the Plan and transportation vision. This process should also be followed for future Plan updates.

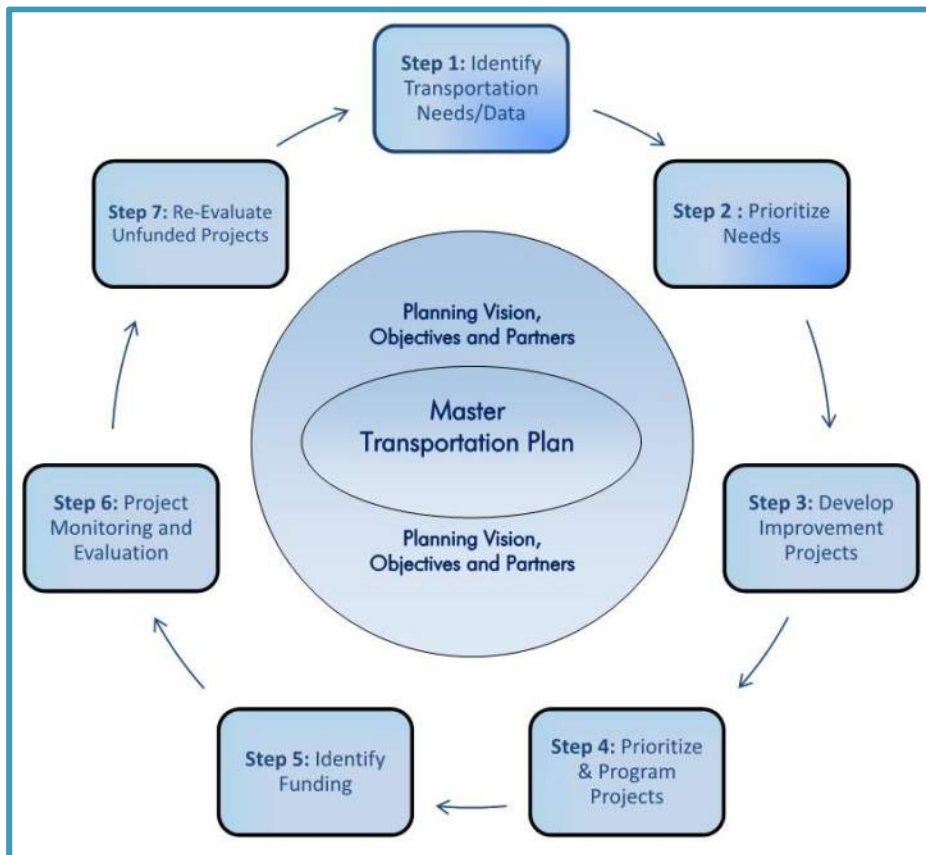


Figure 1. Transportation Planning Process



1.4 City Coordination

HDR Engineering, Inc. (HDR) contracted with Ketchum to complete the Plan and HDR coordinated work through regular calls and discussions with the contracted City Engineer, S&C Associates. Specific meetings and conference calls were held with the City Administrator and other members of the Ketchum Traffic Authority (KTA) as needed to identify needs and discuss options to address them. These participants reviewed study findings and documentation and provided feedback that refined the proposed projects to meet the needs of Ketchum.

The Plan was presented to the KTA on November 12, 2020 to explain the purpose and gather KTA's input. The Plan was formally presented to City Council on XXXX XX, 2020. Comments from the City Council were incorporated into the final Plan. This final Plan was submitted to the City Council on XXXX XX, 2020 and it was adopted following a public hearing on that date

2 Demographics

2.1 City of Ketchum and Surrounding Areas

Ketchum is a mountain resort community located along Idaho State Highway 75 (SH-75) and the Big Wood River in Blaine County, Idaho. The City of Sun Valley is adjacent to Ketchum to the north and east. The Sawtooth and Challis National Forests in the Wood River Valley are nearby, as are several ski areas and resorts. The Sun Valley Company operates a resort on Bald Mountain (Baldy), a world-class ski mountain. The Friedman Memorial Airport is located approximately 11 miles south in Hailey, Idaho, and offers commercial air service. Outdoor recreation opportunities attract thousands of visitors and tourists year round from all over the world.

2.2 Population

As a resort community, Ketchum has a fluctuating population with seasonal peaks. The *Ketchum Comprehensive Plan* describes how the community has grown over time with a developing economy that is attracting year-round employers.

Ketchum experiences peaks in its population during the winter and summer months, especially during holidays and around recreation events. The permanent, year-round populations of Ketchum and Blaine County from the 2000 Census were 3,003 and 19,123, respectively. The city population from the 2010 census was 2,689 and the estimated population for the year 2018 was 2,718, based on data from the American County Survey (ACS) prepared by the US Census Bureau. Overall, the Ketchum population dropped by 10.5 percent between the 2000 census and the 2010 census. **Table 1** lists growth rates for Ketchum and other nearby communities.

Table 1. Population of Local Communities

Community	Population		
	2000	2010	% Change
Ketchum	3,003	2,689	-10.5%
Sun Valley	1,427	1,406	-1.5%
Hailey	6,200	7,960	28.4%
Bellevue	1,876	2,287	21.9%
Twin Falls	34,469	44,125	28.0%

The annual population growth rate from 1990 to 2009 was found to be 1.33 percent and this was used to estimate Ketchum’s population in the future. By the year 2040, it is estimated the population will be 3,745 individuals, a 38 percent increase from the 2010 population.

Relevant demographic information is shown in the Demographics Snapshot based on ACS data in **Figure 2** and details are provided in the sections below.

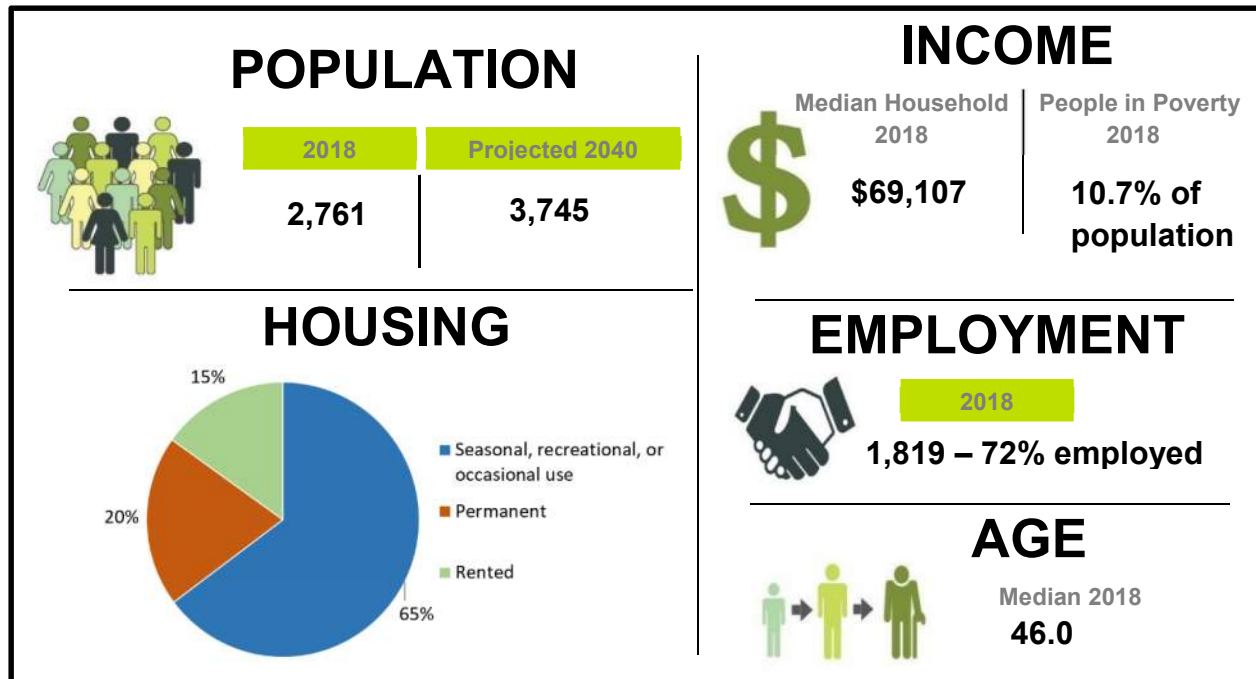


Figure 2. Demographics Snapshot

2.3 Housing

The ACS data reported that Ketchum has 3,626 housing units, 36.3 percent of which are single-family homes with 63.4 percent being multi-unit structures and 0.4 percent being mobile homes. Of these total units, 1,213 (33 percent) were occupied, which generally means they were used as a permanent residence. There were 2,413 units (67 percent) that were reported as vacant, meaning they were available for rent; rented and unoccupied; for sale, sold and not occupied; for seasonal, recreational, or occasional use; for migratory workers; or “other.” The average household size of owner-occupied houses was 2.10 and in renter-occupied houses it was 2.59,



which is lower than both the United States average of 2.70 and the Idaho average of 2.73. For the years 2014-2018, 90.9 percent of the people at least one year old living in Ketchum were occupying the same residence one year earlier.

2.4 Employment Characteristics

The ACS data for Ketchum reports that the mean annual household income for Ketchum was \$69,107, compared to \$53,089 for the State of Idaho and \$60,293 for the United States (in 2018 dollars). Median earnings for full-time, year-round workers was \$46,146. An estimated 4.2 percent of households had an income below \$10,000 per year and 3.2 percent had an income over \$200,000 or more. Approximately 72 percent of the population over 16 years of age was employed in 2018. Per the *Ketchum Comprehensive Plan*, Ketchum accounts for about 15 percent of the Blaine County population but has the largest concentration of jobs within the county: approximately 4,500 out of a total 10,700 within the communities of Ketchum, Hailey, Sun Valley, and Bellevue. **Table 2** shows the labor force distribution by industry with the arts, entertainment, recreation, and accommodation and food services industries accounting for nearly 30 percent of Sun Valley jobs. The major employer in the area is the Sun Valley Company with several resort and related businesses that employ many of these workers.

Table 2. Employment Distribution

Industry	Percent
Arts, entertainment, and recreation, and accommodation, and food services	28.3
Professional, scientific, management, and administrative and waste management services	13.9
Educational services, health care and social assistance	21.9
Retail trade	12.9
Construction	10.1
Finance and insurance, real estate, rental and leasing	3.2
Public administration	4.6
Other Services, except public administration	0.8
Manufacturing	3.0
Information	0.8
Wholesale trade	0.5

2.5 Commuting Characteristics

Over 80 percent of commuters within Ketchum drive alone to and from work while only 4 percent carpool. Less than 1 percent used public transit and 1.5 percent walked, as shown in **Figure 3**. These statistics are consistent with other communities within Blaine County, with many people from these communities commuting to Ketchum for work. On average, it took commuters from Ketchum 10 minutes to get to work. For commuters throughout Blaine County, the average commute time was over 19 minutes.

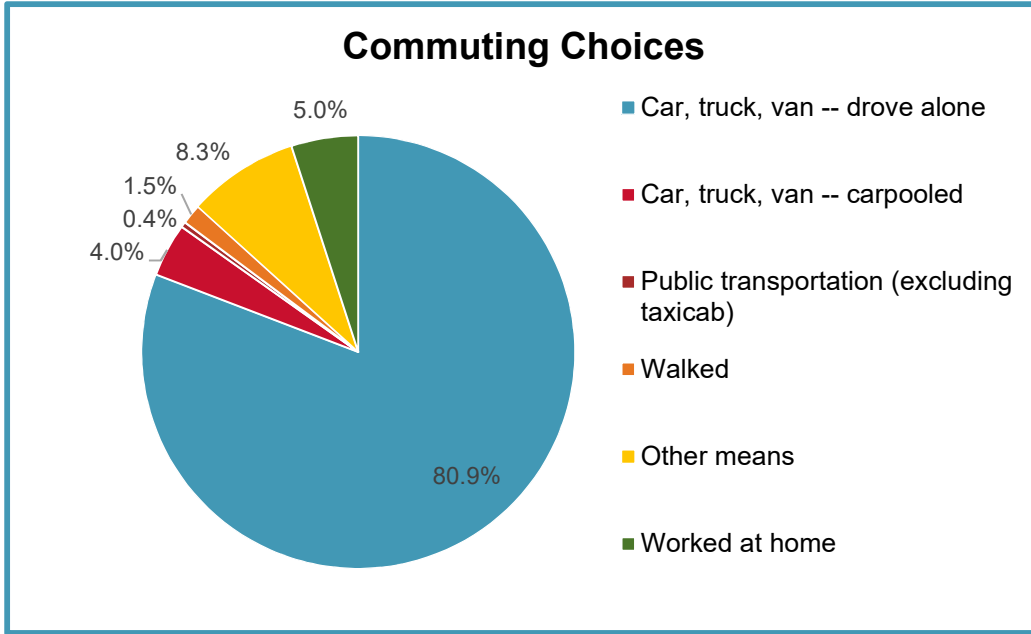


Figure 3. Commuting Choices

2.6 Disability Characteristics

Per the ACS data, among the civilian non-institutionalized population in 2014-2018, 12.4 percent of the population reported a disability. The likelihood of having a disability varied by age, with 0 percent of people under 18 years old reporting a disability, 6.5 percent of people 18 to 64 years old reporting a disability, and 38.7 percent of those 65 and over reporting a disability. In the State of Idaho, 13.3 percent of the population reported a disability. The likelihood of having a disability varied by age: from 4.4 percent of people under 18 years old, to 11.6 percent of people 18 to 64 years old, and to 36.0 percent of those 65 years old and over.

2.7 Current Land Use

Ketchum land use is divided into residential, commercial, industrial, agricultural and forestry, and recreation uses. The Community Core has two sub-districts: one specific for retail and the other for mixed-use developments. Several city parks and open spaces are preserved for recreational purposes, consistent with the *Ketchum Comprehensive Plan*, which calls for preserving and enhancing open space. **Figure 4** presents Ketchum’s current zoning within the city limits and designates the land uses by area.

Current zoning districts/land use categories include:

- Agricultural & Forestry (AF)
- Residential
 - General Residential High Density (GR-H)
 - General Residential Low Density (GR-L)
 - Limited Residential (LR)
 - Limited Residential 1 Acre (LR-1)
 - Limited Residential 2 Acres (LR-2)



- Industrial
 - Light Industrial 1 (LI-1)
 - Light Industrial 2 (LI-2)
 - Light Industrial 3 (LI-3)
- Recreation Use (RU)
- Short Term Occupancy
 - 1 Acre (STO-1)
 - 0.4 Acres (STO-4)
 - High Density (STO-H)
- Tourist
 - Tourist (T)
 - Tourist 3000 (T-3000)
 - Tourist 4000 (T-4000)
- Community Core (CC)
 - Retail Core Sub-District
 - Mixed-Use Sub-District

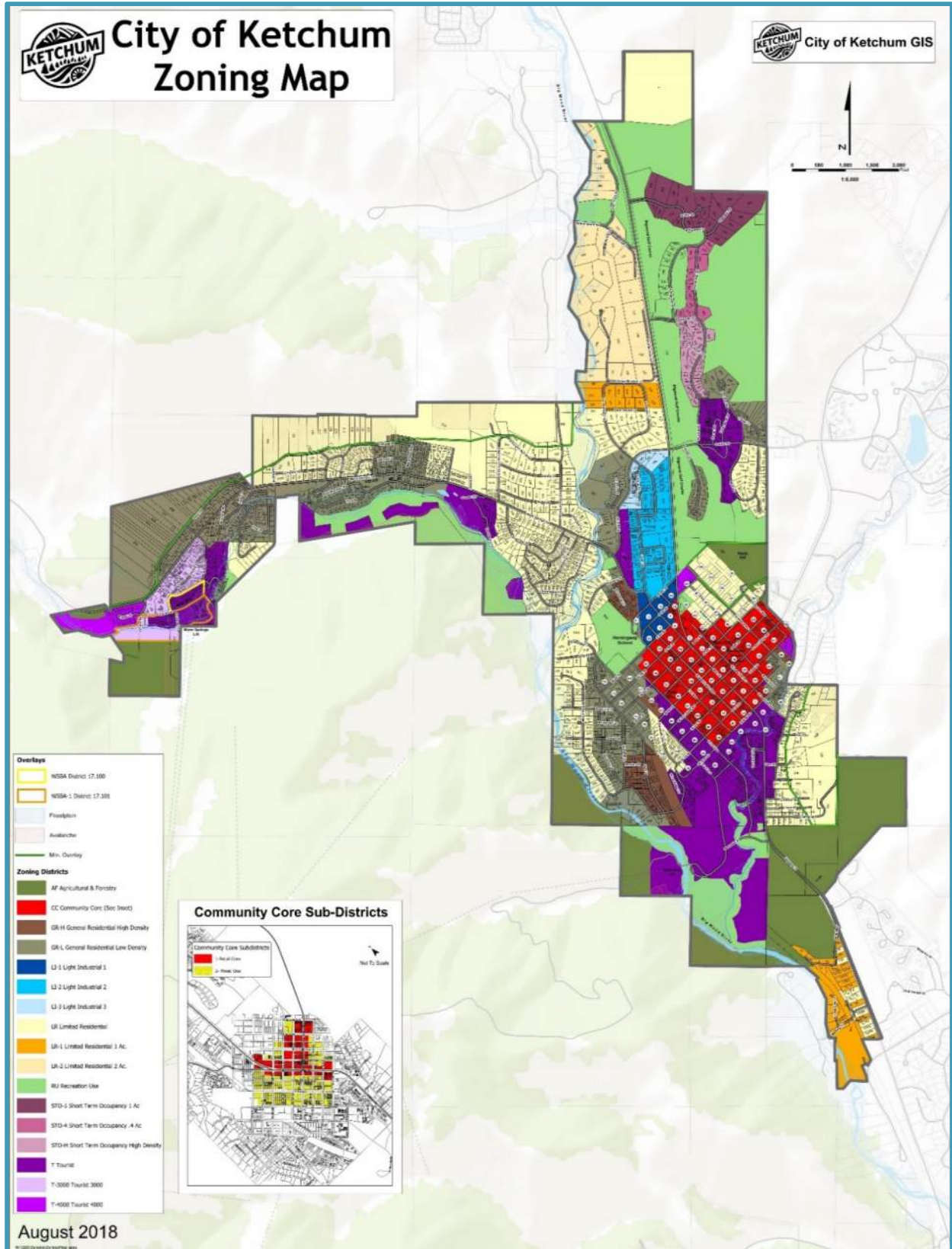


Figure 4. Existing Land Use

Source: <https://ketchumidaho.org/planning-building/page/city-ketchum-zoning-map>

3 Existing Transportation System

3.1 Street Jurisdiction

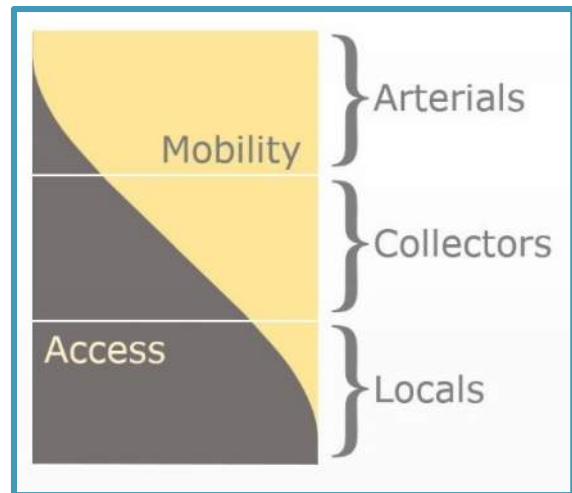
Ketchum owns and maintains most asphalt streets and shared-use pathways within the city limits. There are unpaved alleys in Ketchum’s inventory. The Idaho Transportation Department (ITD) owns and maintains Main Street (SH-75) and Sun Valley Road from SH-75 in Ketchum through Sun Valley, designating it as the SH-75 Spur. There are also many privately-owned streets within city limits.

3.2 Functional Classification

Functional classification is the federal system of classifying highways and streets according to their intended purpose in serving traffic vs. providing access to adjacent property. The functional classification system groups streets into three basic categories with some sub-groups:

- **Arterials:** These are usually major thoroughways that move high volumes of traffic at higher speed and connect communities and regional areas.

- **Principal versus Minor:** Principal arterials are major highways of regional and/or statewide significance serving higher traffic volumes traveling relatively long distances at higher speeds. They rarely have direct property access. Minor arterials distribute traffic to smaller geographic areas providing service between and within communities.



- **Collectors:** Collectors provide both access to land uses and traffic circulation within residential, commercial, and industrial areas. They collect traffic from local streets and connect to the arterial system, carrying lower traffic volumes at lower speeds than arterials. They normally connect land uses within communities.
 - **Major versus Minor:** Generally, major collector routes are longer in length, have lower driveway densities, have higher speed limits, are spaced at greater intervals, carry higher traffic volumes, and may have more travel lanes than minor collectors. Major collectors are focused more on mobility while minor collectors provide more access.
- **Local:** Local roads provide direct access to adjacent land uses and connect to other local and collector streets. They normally connect residential areas to collectors over short distances with low speeds and traffic volumes.



The majority of the streets within Ketchum are local roads serving residential areas. **Figure 5** presents the current functional classification of the roads in Ketchum. ITD has identified functional classifications for some roads in Ketchum as the official classifications recognized by the Federal Highway Administration (FHWA) and ITD for funding purposes. Main Street (SH-75) is classified as a Minor Arterial, as it is the connecting route to other communities and for tourists to access Ketchum. It connects to other state and US highways north and south of the Wood River Valley and also connects to the Friedman Memorial Airport.

The following streets are classified as Major Collectors by ITD:

- Sun Valley Road beginning at Main Street and continuing through the City of Sun Valley. It provides access to local roads within Ketchum, Sun Valley and National Forest land.
- Warm Springs Road from Main Street to the west city limit and beyond connects several residential and short term occupancy areas to downtown Ketchum as well as the Warm Springs Day Lodge and ski lifts.

The following streets are classified as Major Collectors by the City of Ketchum:

- 2nd Avenue from Serenade Lane to 8th Street
- 3rd Avenue from Serenade Lane to 8th Street, which includes a future connection from north of 4th Street south of 6th Street
- 3rd Street from 3rd Avenue to Main Street

The following streets are classified as Minor Collectors by the City of Ketchum:

- River Street from Wood River Drive to east of Leadville Avenue
- 1st Street from Wood River Drive to east of Alpine Lane at Lucy Loken Park
- 5th Street from 2nd Avenue to Spruce Avenue
- 7th Street from 2nd Avenue to Main Street
- 10th Street from Warm Springs Road to Main Street
- East Avenue from River Street to north of 6th Street at the Knob Hill Natural Area
- Lewis Street from Warm Springs Road to Saddle Road

3.2.1 Recommendations

Saddle Road north of downtown Ketchum connects SH-75 to local roads in the City of Sun Valley to the east, and to residential and industrial land uses and local roads to west and south. It is recommended that this road be designated a Major Collector within the Ketchum, as shown in **Figure 5**. The City of Sun Valley *Transportation Plan* (2015) has the same recommendation for Saddle Road within its city limits extending to SH-75. Functional classification is often a component of qualifying for federal-aid funding programs, and updating the functional



classification of Saddle Road could open opportunities for additional resources to address improvements that may be needed along this street. This process will require Ketchum to prepare and submit an Idaho Functional Classification Change Request Form to ITD, found here: <https://apps.itd.idaho.gov/Apps/plan/ITDFCChangeRequestForm.pdf>

This request will require a concurrence letter or resolution from the City of Sun Valley as well as information about the roadway and justification for the request. This is required to designate these locally owned streets as collectors to qualify for federal-aid funding for improvements.

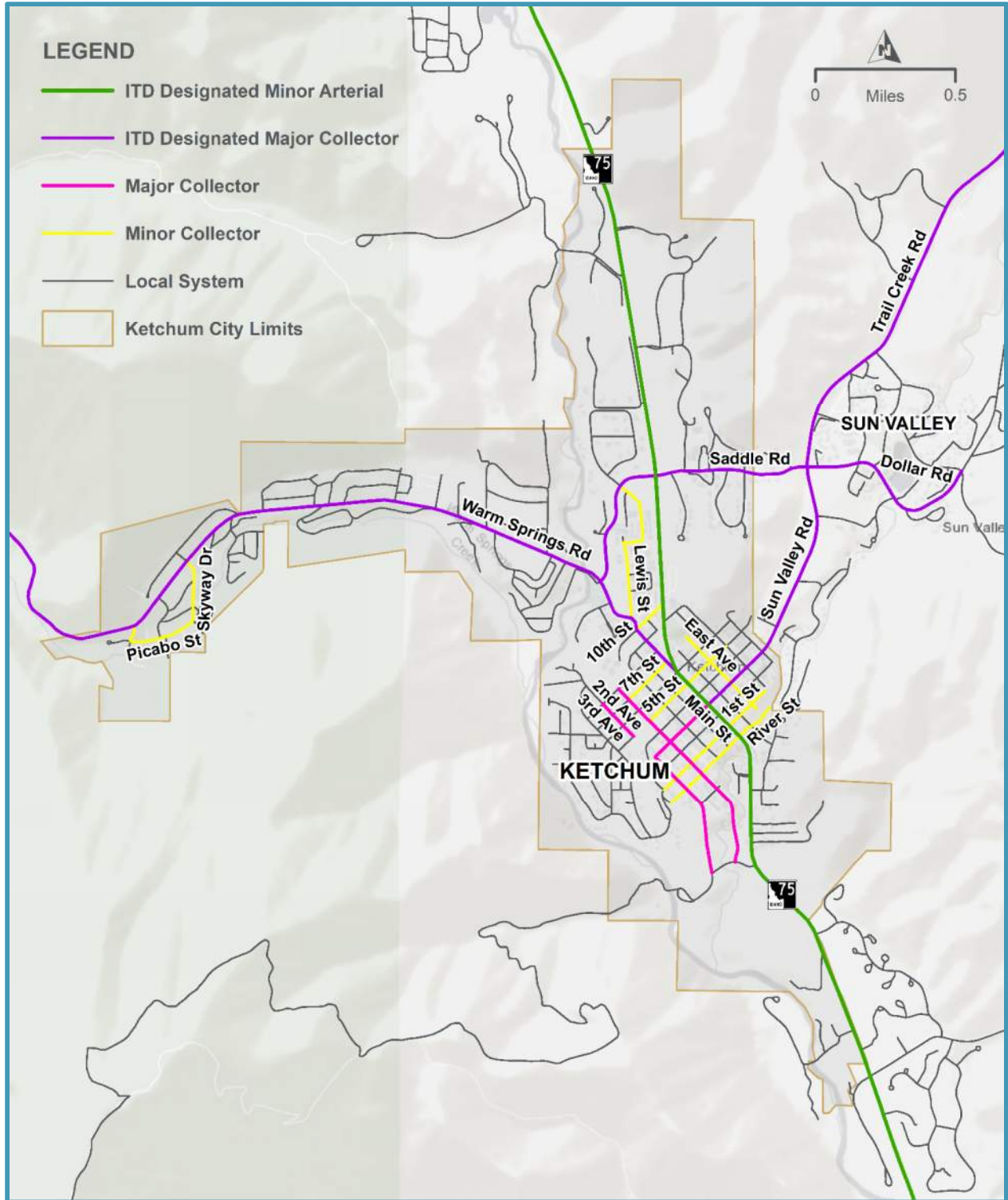


Figure 5. Recommended Functional Classification



3.3 Bicycle and Pedestrian Facilities

Bicycle and pedestrian traffic is prevalent in Ketchum, especially during the summer months when tourists and visitors explore the city and surrounding attractions. Existing facilities for these users include sidewalks, shared-use pathways, bike lanes, and designated “sharrows”, or shared lane markings that allow bicyclists to use the entire vehicle traffic lane. Most roadways within the Ketchum can be considered shared roadways, as bicycles may legally be used on them except where prohibited by statute or regulation.

Ketchum has recognized the lack of connectivity of existing sidewalks and the need to upgrade existing facilities to current Americans with Disabilities Act (ADA) standards. The Ketchum Walkability Project was conducted in 2013 with the goal of making Ketchum the most walkable resort town in America. A volunteer team identified various missing sidewalks and streetlights

throughout the community core. Ketchum has dedicated funding to continue sidewalk infill and upgrade projects.



Pedestrian crosswalk of East Avenue at Sun Valley Road

There are several dedicated crosswalks for pedestrians across city streets throughout the downtown area. The 1st Avenue, Main Street, and East Avenue crosswalks are very long due to the width of the roads because of the on-street parking and the center median parking on East Avenue and 1st Avenue. With on-street parking, pedestrians are harder to see for drivers on these streets and the long distances increase exposure for conflicts.

The signalized intersections of Main Street with 1st Street, Sun Valley Road, and 5th Street have dedicated crosswalks with pedestrian signals for all four legs. The 4th Street crossing of Main Street has a rectangular rapid flashing beacon (RRFB) to alert drivers of crossing pedestrians and bicyclists. There is also an RRFB at the pedestrian crosswalk of Sun Valley Road at Spruce Street.

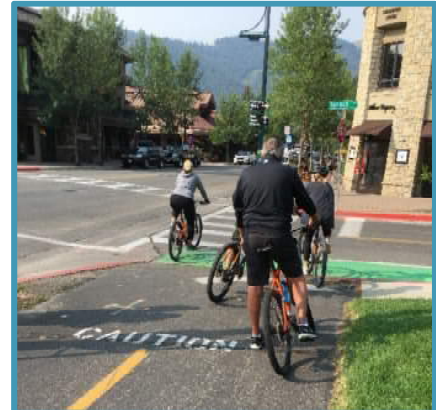


Pedestrian crosswalks and signal indications at Main Street and Sun Valley Road



Existing bike and shared-use facilities are presented in **Figure 6**. Existing sharrows are installed on 1st Avenue from River Street to 8th Street, on 4th Street from 3rd Avenue and a connection the Wood River Trail to Spruce Avenue. There are also sharrows along Spruce Avenue to connect to the Sun Valley Trail and on portions of Washington Avenue and 6th Street. A bike lane on Spruce Street from Sun Valley Road to 4th Street also connects the Sun Valley Trail with the 4th Street sharrows. There is a southbound bike lane on Warm Springs Avenue from Saddle Road to 6th Street.

The Wood River Trail connects Ketchum to Bellevue through the Wood River Valley for 20 miles. It travels through the west side of the city parallel to several streets with designated crosswalks across city streets. It connects several community destinations through this area and along Warm Springs Road and then is parallel to Saddle Road and SH-75, continuing north of Ketchum. The multi-use Sun Valley Road Path connects Ketchum to the City of Sun Valley and continues to the north. It is separated from the roadway on its own alignment with connections to intersections and crosswalks along Sun Valley Road.



Trail, crosswalks and bike lane at Sun Valley Road and Spruce Avenue

The two-way cycle track along Warm Springs Road from Saddle Road to Gates Road serves bicyclists and pedestrians and connects to the Warm Springs Base Area. These pathways serve many users, and where they are adjacent to streets, some cyclists will travel in the opposite direction of adjacent vehicle traffic. Drivers normally do not expect to see those cyclists traveling in the opposite direction of traffic and conflicts can occur at intersections. This issue is identified in the *Blaine County Community Bicycle and Pedestrian Master Plan* ((2014). It recommends that if new pathways are constructed, they should be one-way in the direction of adjacent traffic and located on both sides of the street.



Cycle track adjacent to Warm Springs Road and intersection crossing

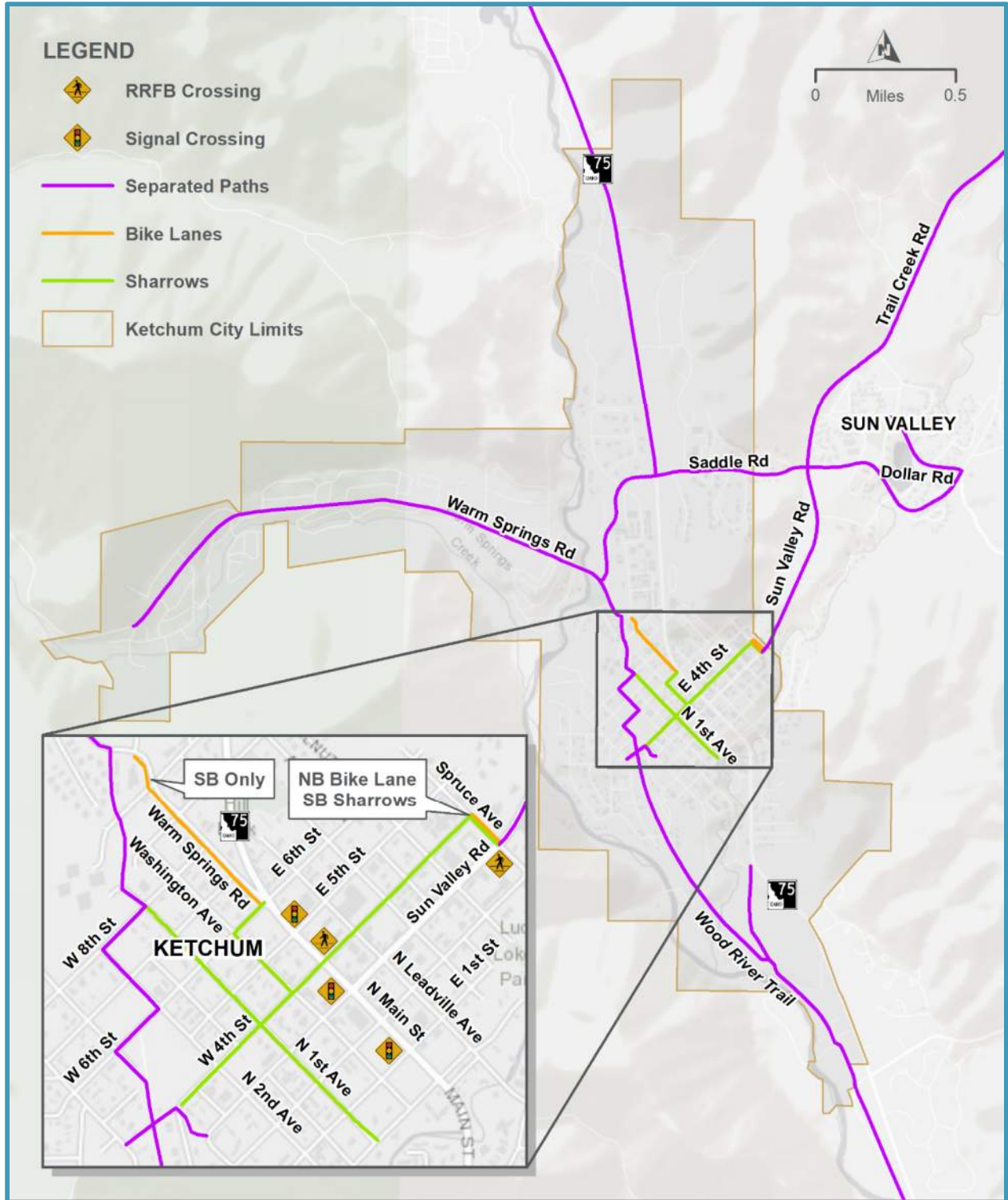


Figure 6. Existing Bike and Shared-Use Facilities



3.4 Transit and Intermodal Options

3.4.1 Public Transit

Mountain Rides is the full-service regional public transportation provider in Blaine County, with service in the communities of Sun Valley, Ketchum, Hailey, Bellevue, and Carey.



Mountain Rides provides mobility through the area while reducing single-occupant vehicle trips and serving underrepresented populations. It is jointly operated as a public agency by the participating cities and Blaine County.

Mountain Rides provides several different services, including:

- A free town bus with 3 year-round routes and 2 peak season routes for Ketchum and Sun Valley with a deviated fixed route service for Hailey
- Commuter bus services connecting Bellevue, Hailey, Ketchum, and Sun Valley
- Commuter vanpool routes to the communities of Twin Falls, Shoshone, Gooding, Jerome, and Fairfield
- Ride match services to connect online carpool patrons
- Coordinate Safe Routes to School biking and walking programs and projects for elementary and middle schools in the county
- Special Needs Demand Response for those that qualify under Americans with Disabilities Act (ADA)

There are over 40 bus stops and several bus shelters within Ketchum. More information can be found here: <https://www.mountainrides.org/>

3.4.2 Airport

The Friedman Memorial Airport is jointly owned by the City of Hailey and Blaine County. It is located in Hailey, about 14 miles south of Ketchum along SH-75. It currently has non-stop flights to Salt Lake City, UT; Seattle/Tacoma, WA; Los Angeles and San Francisco, CA; Denver, CO; and Chicago, IL. It has had non-stop flights to Portland, OR in the past.



3.4.3 Other Services

Other transportation services are provided by other agencies and groups to serve special needs populations as on demand services, similar to the Mountain Rides service. These included the Senior Connection for senior citizens and Medical Transport Services for long distance medical appointment needs. Taxi service and Uber are available in the Wood River Valley and school bus service is provided throughout Blaine County.

3.4.4 Non-motorized Trails

This Plan does not address unpaved trails use for non-motorized purposes like hiking and mountain biking.



3.5 Daily Traffic & Traffic Patterns

Ketchum has a very high seasonal traffic pattern that is unique to resort communities. Traffic volumes are highest in the summer and winter months, with volumes in the spring and fall being lower. There is a consistent commuter travel pattern on SH-75 north and south of Ketchum throughout the year due to employees from other communities traveling to Ketchum for work in the morning and returning home in the evening.

Average daily traffic (ADT) is the average 24-hour traffic volume at a given location for some period of time less than a year (e.g. 6 months or a season, a month, a week or some days). The ADT for a given day, week, or month can be very different on the same road in Ketchum, especially on Main Street and roads serving seasonal attractions. Annual average daily traffic (AADT) is the total volume of vehicle traffic on a roadway for a year divided by 365 days.

Ketchum has collected traffic counts on their streets over several years for various studies and projects. HDR gathered these counts and applied a historical annual growth rate to increase them to estimate 2019 levels. **Figure 7** displays the 2019 AADT for city streets. The majority of streets within Ketchum carry volumes lower than 500 vehicles per day (vpd) with Main Street/SH-75 north of 6th Street, Warm Springs Road from 6th Street to 10th Street, and Sun Valley Road from Main Street to Spruce Street carrying over 5,000 vpd. Main Street/SH-75 from Elkhorn Road to 6th Street, Sun Valley Road east of Spruce Street, and segments of Warm Springs Road carry volumes over 9,000 vpd.

Traffic volumes on SH-75 were analyzed using data from ITD's automatic traffic recorders (ATRs) to see how they fluctuate throughout a given year. The two closest ATRs include:

- ATR #28 – SH-75 @ milepost (MP) 135.95 (7.6 miles north of the SH-75 Spur Junction)
- ATR #68 – SH-75 @ MP 119.4 (2.9 miles north of Bullion Street in Hailey, ID)

The highest volumes were observed at these ATRs in the summer months and averaged over 15,000 vpd in June, July, and August at ATR #68 and around 2,400 vpd at ATR #28. Counts collected in July 2018 showed volumes on Main Street within Ketchum reaching 19,000 vpd. The lowest volumes were observed in the winter months with volumes less than 12,000 vpd at ATR #68 and less than 900 vpd at ATR #28.

Holiday traffic volumes are generally the peak volumes for the year in Ketchum. Reviewing holiday traffic data for the last five years from each ATR, including Memorial Day, the Fourth of July, and Labor Day events showed this variety. During the Memorial Day weekends, volumes on SH-75 increased to about 20 percent higher than the recorded AADT volumes. The highest differentials were during the Fourth of July and Labor Day holidays, when volumes recorded at ATR #68 increased between 30 percent and 40 percent higher than AADT and volumes at ATR #28 increased from two to three times higher than the corresponding AADT.

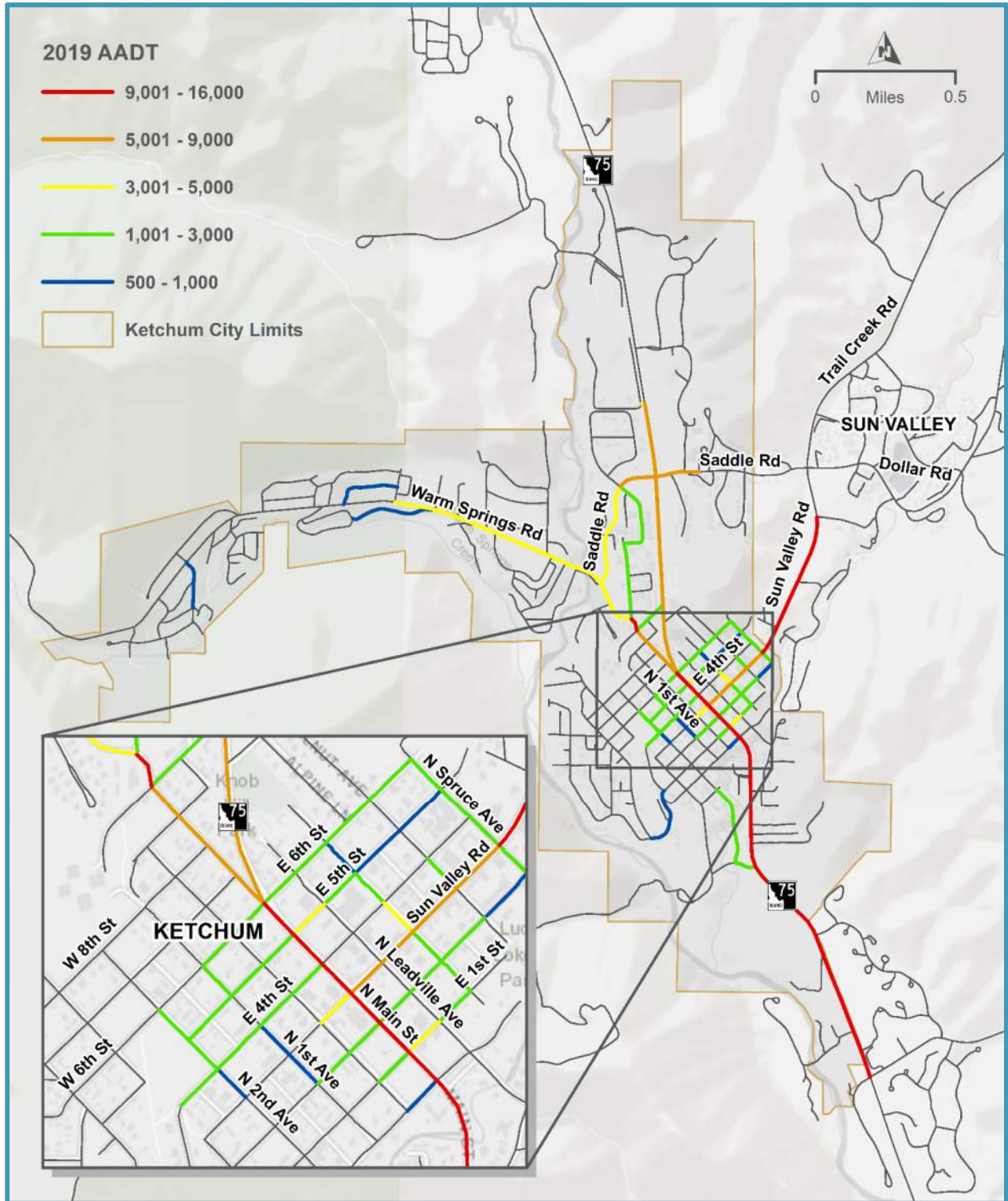


Figure 7. Existing Traffic Volumes



3.6 Crash History

Crash data from 2014 to 2018 for Ketchum was obtained from an LHTAC database that compiles crash locations and causes for cities and counties throughout Idaho (<http://gis.lhtac.org/safety/>). A map showing all reported crashes in Ketchum for the analysis period is shown in **Figure 8**. There were no reported crash fatalities within Ketchum during the analysis time period.

Injury Types	
▪	Fatality – death occurred within one month of crash
▪	A Injury (Serious Injuries) – incapacitating injury (unconscious, transported to hospital)
▪	B Injury (Visible Injuries) – visible signs of injury (cuts, broken bones)
▪	C Injury (Possible Injuries) – no visible signs of injury (whiplash, soreness)
▪	Property Damage Only (PDO) – no reported injuries

There were five reported crash locations involving pedestrians and bicyclists within Ketchum. Both pedestrian crashes resulted in Type A injuries to the pedestrians. One crash was at Main Street and Sun Valley Road in July 2016 when an alcohol impaired driver struck a pedestrian. The other pedestrian crash occurred at Washington Avenue and 4th Street when a driver on 4th Street failed to yield to a pedestrian at the crosswalk in July 2017. The three bicycle crashes occurred at intersections and resulted in Type B injuries to the bicyclists when drivers failed to yield to bicyclists. The first crash occurred in September 2017 at Main Street and 2nd Street. The second crash occurred in July 2018 at Leadville Avenue and 5th Street. The third crash also occurred in July 2018 at Main Street and Saddle Road.

Crash summaries for city-wide roads, all state roads, all local roads, and the highest crash roads in Ketchum are presented in **Figure 9**. The majority of crashes occurred on the higher volume, higher speed roads, and most of them are on the state roads (SH-75, Main Street, and Sun Valley Road). The state roads had a higher number of injuries associated with crashes. Crashes identified as occurring on Main Street are from south of River Street to Saddle Road.

The most common crash types on local roads were angle turning (23 percent), vehicles backed into (17 percent), rear-end (12 percent), and striking parked cars (12 percent). On state roads, the most common crash types were rear-end (46 percent), angle and angle turning (13 percent), striking wildlife (10 percent), and side swipe same (10 percent). The state roads include the signalized intersections on Main Street and the other higher speed intersections in the city, so rear-end crashes are more common. The wildlife strikes occurred south of Serenade Lane and north of Saddle Road. The crashes on state roads had a higher rate of injuries, most likely due to higher speeds on those roads.

The most common contributing circumstances for crashes on local roads included improperly backing up (20 percent), failure to yield to traffic with the right-of-way, including bikes and pedestrians (14 percent), driving too fast for conditions (13 percent), and following other cars too closely (10 percent). On state roads, the most common contributing circumstances were following other cars too closely (28 percent), failure to yield to traffic with the right-of-way, including bikes and pedestrians (17 percent), wildlife in the roadway (10 percent), and inattention (9 percent).

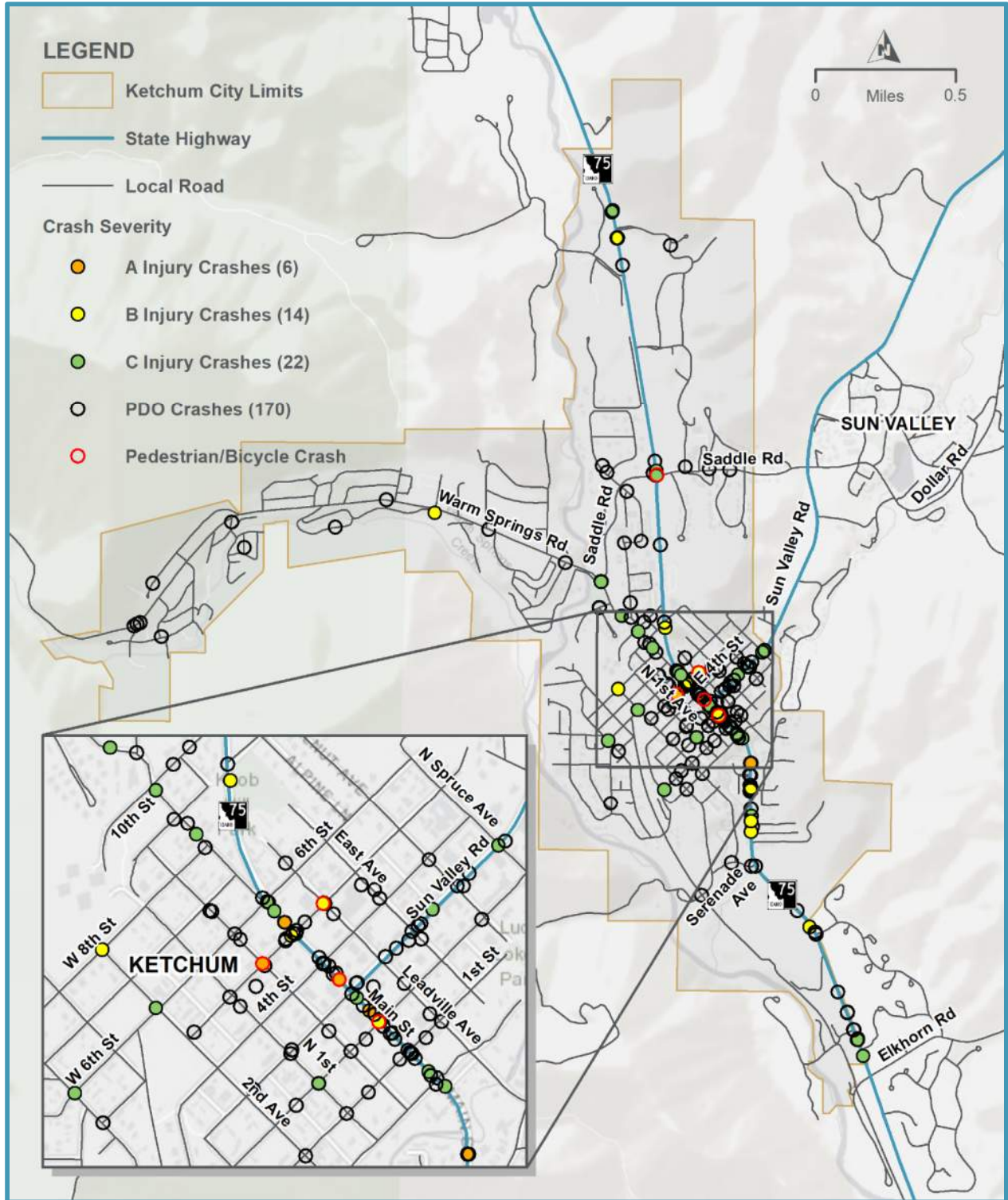
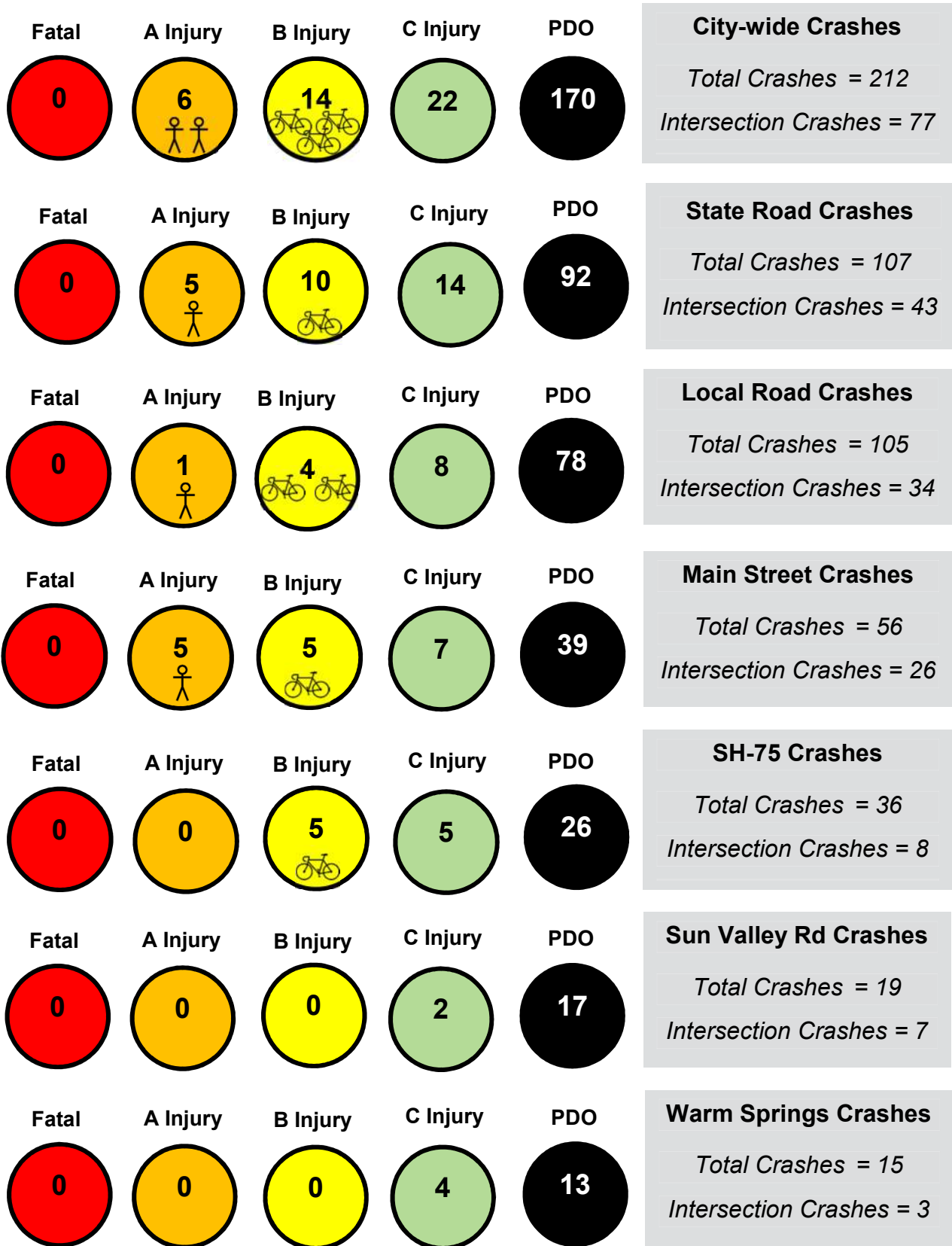


Figure 8. 2014-2018 Crash Locations and Severity



Figure 9. Crash Summaries

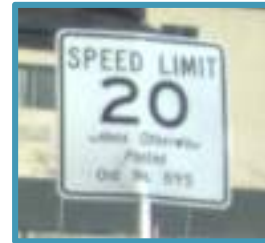


Crashes on the state roads accounted for over half of all crashes in the city limits. Rear-end and angle turning crashes (a crash where two motor vehicles impact at an angle while one or both are turning, e.g., the front of one motor vehicle impacts the side of another motor vehicle) are typically associated with intersections and several were recorded on Main Street with the highest volumes and signalized intersections. Almost half of all crashes on Main Street were intersection related and these indications point to the congested conditions that can occur on this street during the peak traffic summer months, when a large proportion of the crashes occurred. The majority of crashes on local roads were PDO and were associated with low speed conditions, including backing into other vehicles, striking parked cars, and crashes while turning at intersections.

3.7 Speed Limits

Galena Engineering, Inc., conducted a *Speed Limit Study* (2017) for the KTA to help establish reasonable and safe speed limit zoning on city streets. They reported on Ketchum’s Ordinance Number 895, which establishes the maximum speeds limits within Ketchum, unless posted otherwise:

- 20 mph, on all streets
- 10 mph, on all alleys
- 15 mph, in school zones
- 5 mph, emergence from an alley or private driveway



Main Street and Sun Valley Road east of Main Street within Ketchum are owned by ITD and are posted for 25 mph.

The study reviewed operating speeds on several city streets and found the established 20 mph speed limit on City streets is generally substantiated. They noted “Existing conditions such as driveways, business accesses, obstructions to clear sight distances at intersections, pedestrians, and hills, contribute to a character of the city streetscapes that indicates the reduced speed limit is reasonable on city streets. Retaining this general 20 mph speed limit is recommended, with the exceptions noted...” in the study. These included increasing the speed limit on several segments due to measured speeds operating higher and lowering them on others based on pedestrian activity, proximity to parks and school zones, and bicycle priority.

The KTA should continue to monitor speeds and adjust them as needed, especially as more sidewalks and other pedestrian facilities and sharrow bike facilities are implemented and installed.



3.8 Existing Operations

This section reports the results of existing conditions and operational capacity for key intersections within Ketchum under average conditions and peak conditions. L2 Data Collection collected turning movement counts during the a.m. and p.m. peak hours on a weekday in May and weekend traffic in July and August 2018 at the following intersections:

- Main Street and River Street
- Main Street and 1st Street
- Main Street and Sun Valley Road
- Main Street and 6th Street and Warm Springs Road
- East Avenue and Sun Valley Road
- Spruce Avenue and Sun Valley Road
- Warm Springs Road and 10th Street

Capacity is defined as the maximum rate at which vehicles can pass through a given point in an hour under prevailing conditions. Intersection capacity is measured by evaluating the critical lane groups that experience the most delay for stop-controlled intersections. The concept of level of service (LOS) was developed to correlate numerical traffic operational data to subjective descriptions of traffic performance at intersections. LOS is defined as the system of six designated ranges, from “A” (best) to “F” (worst), used to evaluate performance. **Table 3** presents the *Highway Capacity Manual 6th Edition* LOS thresholds at stop-controlled and signal controlled intersections in average seconds of delay per vehicle. For signalized and roundabout controlled intersections, overall intersection LOS data is reported. For intersections controlled with stop signs on minor road approaches the worst performing movement LOS is reported.

Table 3. LOS Thresholds for Motor Vehicles at Intersections

LOS	Stop-controlled Intersection Control Delay (s/veh)	Signal-controlled Intersection Control Delay (s/veh)
A	<=10	<=10
B	10-15	10-20
C	15-25	20-35
D	25-35	35-55
E	35-50	55-80
F	>50	>80

3.8.1 May 2018 Operations

Overall, the analyzed intersections are estimated to operate well in each peak hour under the May 2018 conditions, which represent typical average operations throughout the year. **Figure 10** presents the estimated LOS for the a.m. and p.m. peak hours at each key intersection. **Table 4** presents the LOS as well as the average delay at each intersection that determined the LOS.

The stop-controlled intersections are reported with the LOS and average delay of the worst performing left turning movement from the stopped legs of the intersection.

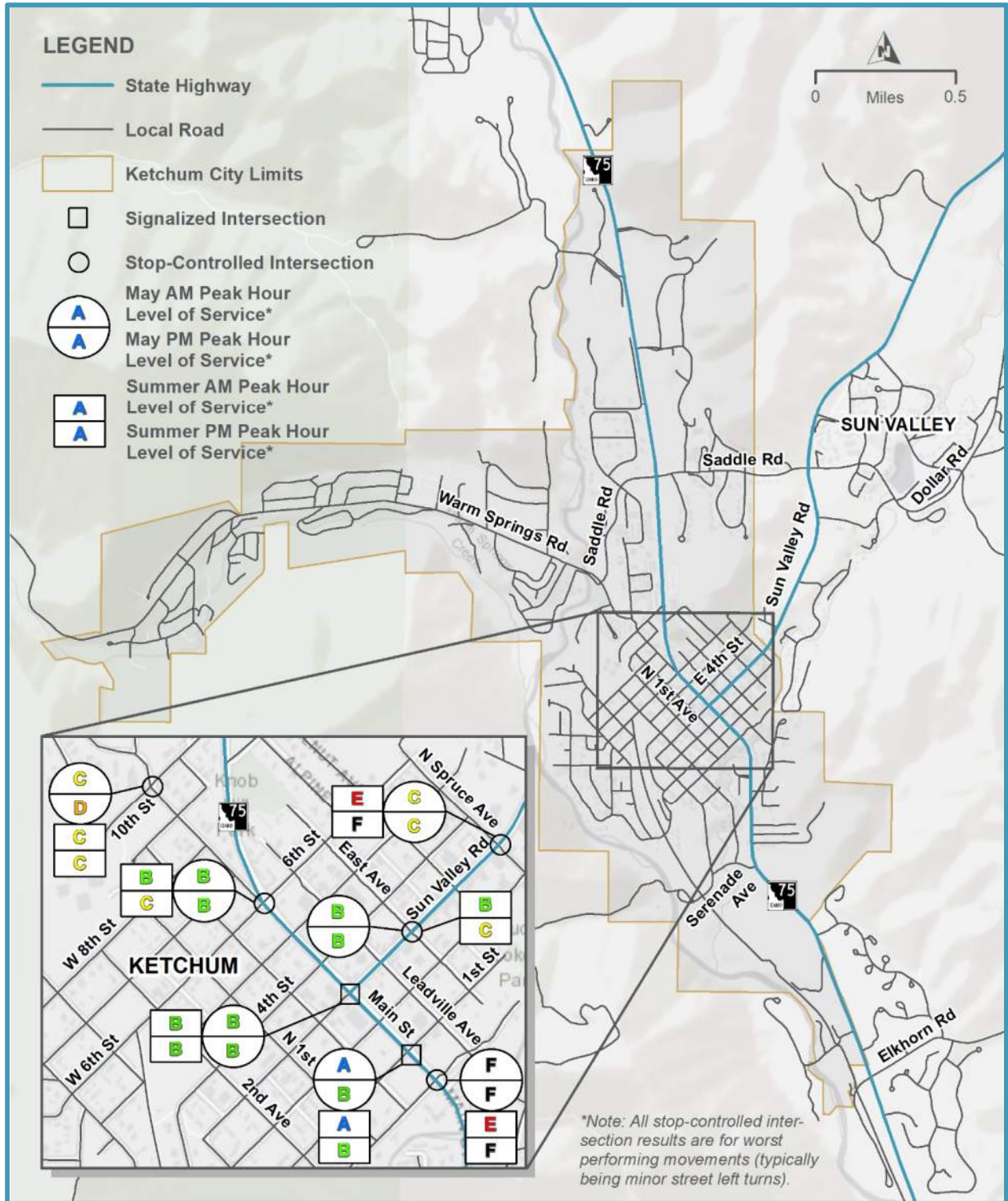


Figure 10. Existing Conditions LOS



Table 4. 2018 Key Intersection LOS and Average Delay

Intersection	Control	May 2018				July 2018			
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (s/veh)	LOS	Average Delay (s/veh)	LOS	Average Delay (s/veh)	LOS	Average Delay (s/veh)
10th Street / Warm Springs Road	Stop	C	25.0	D	28.1	C	19.7	C	24.1
6th Street / Main Street	Stop	B	13.6	B	14.1	B	13.4	C	16.2
Sun Valley Road / Main Street	Signal	B	10.0	B	15.7	B	11.7	B	17.4
1st Street / Main Street	Signal	A	7.5	B	15.5	A	9.6	B	16.9
River Street / Main Street	Stop	F	64.2	F	73.0	E	42.6	F	76.3
Sun Valley Road / East Avenue	Stop	B	10.8	B	14.1	B	12.2	C	17.4
Sun Valley Road / Spruce Avenue	Stop	C	17.5	C	17.1	E	35.8	F	78.3

Most intersections are estimated to operate at LOS D or better, with the left turning movements at River Street estimated to operate at LOS F with long delays, and the estimated queue of vehicles waiting to turn left from River Street onto Main Street is normally 2 vehicles or less. There are significant queues on 10th Street for vehicles waiting at the stop sign to turn left onto Warm Springs Road (139 feet long) and on Main Street waiting to travel north through the intersection at 1st Street (217 feet long). The queue on Main Street is almost the entire length of the block back to River Street and could impact operations at that intersection. The vehicle queues waiting to make a left turn from Main Street to Sun Valley Road in both directions are estimated to be long. There are no separate left turn lanes, so many drivers wanting to continue on Main Street through this intersection are delayed. The long queue lengths also disrupt operations at the adjacent Main Street intersections at 4th Street and 2nd Street. The pedestrian crossings of Main Street at 1st Street, Sun Valley Road, 4th Street, and 5th Street are estimated to operate well during May.

3.8.2 Summer 2018 Operations

Overall, the analyzed intersections are estimated to operate adequately, at LOS D or better, in each peak hour under the summer 2018 conditions in July and August when traffic volumes are at their peak with the height of tourist season. However, several individual movements experience high delays and queue lengths during the peak hours. **Figure 10** presents the estimated LOS at each key intersection under these conditions next to the May 2018 results.

Table 4 presents the LOS as well as the average delay at each intersection that determined the LOS. The left turning movements at the Sun Valley Road and Spruce Avenue, and Main Street and River Street intersections are estimated to operate at LOS F, although fewer vehicles were observed at River Street. It is assumed most of these drivers shift to 1st Street to use the signal to access Main Street. The southeast bound left turn queue for vehicles turning from Spruce Avenue onto Sun Valley Road is estimated to be 138 feet long, over half the length of the block back to 4th Street. The queue for left turning vehicles on Sun Valley Road to turn onto East Avenue is estimated to extend almost to Alpine Lane. The queues on Main Street for vehicles waiting to turn left at the intersections of 1st Street and Sun Valley Road are long and extend over half the length of the block to adjacent intersections. The left turning vehicles queued on Sun Valley Road to turn south onto Main Street are estimated to extend to the East Avenue intersection, which may cause more congestion at this all-way stop intersection. The pedestrian crossings of Main Street at 1st Street, Sun Valley Road, 4th Street, and 5th Street are very busy during the summer months, especially in the afternoon with many visitors and tourists. The competition for time between vehicles and pedestrians is constant and many people wait for the crossing indications. Once they go, the long crossing distance takes time that causes the vehicles on Main Street to queue up.

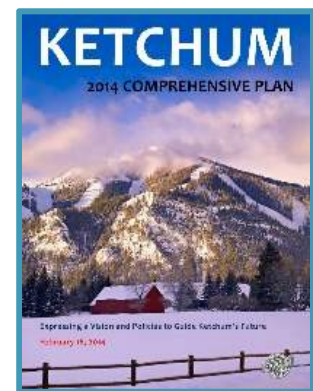
3.8.3 ITD SH-75 Project

ITD completed the *SH-75 Timmerman to Ketchum: Final Environmental Impact Statement* (FEIS) in 2008, which identified needed improvements for the SH-75 corridor in the Wood River Valley. The improvements were separated into different segments and several have been implemented. The segment leading into Ketchum is the SH-75, Elkhorn Road to River Street, Ketchum (Project No. A020(033), Key No. 20033) federal-aid design project currently being developed by ITD. As ITD identifies improvements to the highway and intersections in this segment, Ketchum should coordinate with ITD on those solutions.

4 Regional Comprehensive and Transportation Planning

4.1 Comprehensive Plan

The *Ketchum Comprehensive Plan* (2014) was adopted by the Ketchum City Council on February 26, 2014. It states Ketchum’s vision, goals and policies for future development within the city and in the surrounding Area of City Impact. Like this Plan, the *Ketchum Comprehensive Plan* is dynamic and meant to respond to changing conditions. The proposed projects in this Plan are consistent with the goals and objectives of the *Ketchum Comprehensive Plan*.



4.2 City Design Policies and Standards

Ketchum’s city code identifies the engineering standards for roadways, sidewalk, and other transportation facilities within the city in Title 12: Streets, Sidewalks, Public Utility Easements,



and Public Place. Current design standards are published on the City’s website at: <https://www.ketchumidaho.org/streets-facilities/page/standards>.

4.3 Downtown Ketchum Master Plan

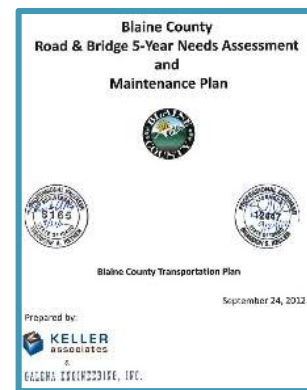


The *Downtown Ketchum Master Plan* (2006) identified opportunities to improve downtown Ketchum and enhance opportunities to engage and enjoy it. It includes recommendations for improving circulation and the street system, developing orientation and wayfinding, much of which has been implemented, developing pedestrian oriented streetscapes, and emphasizing alternative transportation and parking system improvements. Some of the key

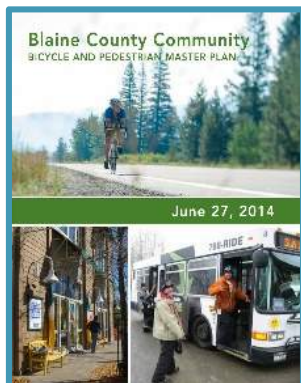
recommendations included implementing pedestrian and cycling primary routes, updating parking opportunities and implementing fee structure for high demand areas, updating the 2nd Avenue and Serenade Lane as a connection to SH-75, and implementing a lane reconfiguration, or “road diet”, along Main Street. This lane reconfiguration would provide a center turn lane with one travel lane in each direction to allow a more pedestrian friendly environment along Main Street and shorten crossing distances. Several of the recommendations in the *Downtown Ketchum Master Plan* have been implemented and some are incorporated into this Plan.

4.4 Blaine County Transportation Plan

Several of the capital improvement projects listed in the *Blaine County Transportation Plan* (2012) have been completed. This was intended to be a 5-year plan and is most likely in need of being updated. None of the projects were within Ketchum’s city limits.



4.5 Blaine County Community Bicycle and Pedestrian Master Plan



The *Blaine County Community Bicycle and Pedestrian Master Plan* (2014) recommends capital improvement projects throughout the county, including in Ketchum. Nine projects were identified within the city, some of which have been implemented, including improvements along 4th Street and downtown sidewalks. Several additional improvements are recommended to be implemented as part of this Plan. This document also provides guidance on developing bicycle and pedestrian facilities.

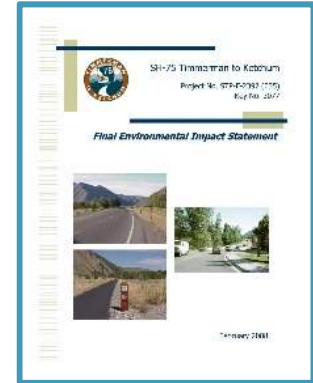
4.6 SH-75 Timmerman to Ketchum: Final Environmental Impact Statement

The *SH-75 Timmerman to Ketchum: Final Environmental Impact Statement* (2008) and supporting documents identified the preferred alternative for improvements along SH-75 from



US-20 at the Timmerman Junction to Ketchum. The improvements were separated into several projects, some of which have been constructed. The segment from Elkhorn Road to River Street in Ketchum is currently being designed. The improvements for this segment described in the FEIS included:

- Provide two lanes in each direction with a two-way left turn lane (TWLTL) as applicable on SH-75 from Elkhorn Road to Serenade Lane. Include sidewalks on each side of the highway.
- Provide one lane in each direction with a TWLTL as applicable on SH-75 from Serenade Lane to River Street. Include sidewalks on each side of the highway in this section.
- SH-75/Elkhorn Road improvements include lane configuration and signal control updates.
- SH-75/Serenade Lane intersection improvements include lane configuration updates.



4.7 Mountain Rides Capital Improvements Plan

The *Mountain Rides Capital Improvement Plan FY2016-2020* (2015) provide a plan and estimated budget for capital needs through the current fiscal year 2020. Items within the plan include vehicle upgrades and replacements; street facilities and structures, including bus shelters and bike racks; technology implementation; improvements and upkeep to the existing primary facility in Ketchum; development of a downtown transportation hub in Ketchum; and finishing the maintenance and storage facility in Bellevue.



The transportation hub has been discussed for several years. A concept plan for an option to locate the hub at the intersection of Sun Valley Road and East Avenue was developed in 2014 but the project did not move forward. While a location has not been determined, it is still an important feature that will provide multi-modal opportunities and focus with Ketchum. This potential facility should be included in transportation planning activities in the future. A workable location should be identified through a robust engagement process with stakeholders, citizens, and patrons of Mountain Rides.



5 Future Conditions Evaluation

5.1 Future Traffic Projections

5.1.1 Historical Travel Demand Growth

Traffic volumes on SH-75 were analyzed using data from ITD’s ATR’s to see how they have grown over the previous 28 years. The area has seen significant fluctuations in traffic volumes over that time. The average growth rate over the last five years was very aggressive at over 5 percent per year for ATR #28 and over 3 percent per year for ATR #68. **Figure 11** presents the AADT measured at ATR #68 for each year since 1990, and **Figure 12** presents similar data for ATR #28.

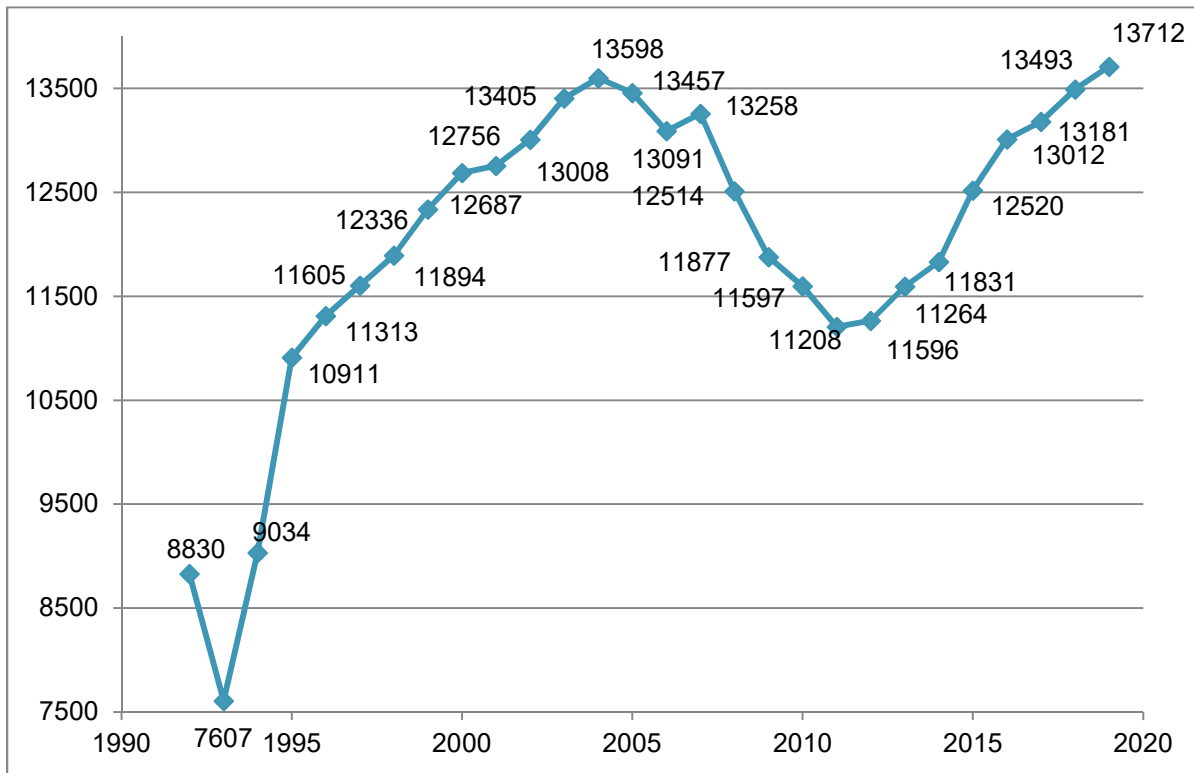


Figure 11. ATR #68 Historic AADT

Both locations show similar patterns of steady rapid growth until the early 2000’s, followed by a steep decline that coincides with the Great Recession. Traffic volumes started to increase again around 2012 and have steadily increased each year to where they are now, approaching the highest volumes since before the Great Recession. Annual growth rates have varied widely from positive to negative year to year, but historically the volumes at ATR #28 have grown at 0.9 percent per year and the volumes at ATR #68 have grown at 1.4 percent per year.

The growth rate of 1.4 percent was used in 2018 to estimate 2040 volumes at the key intersections analyzed under existing conditions and identify future needed improvements. This growth rate is comparable to the population annual growth rate of 1.33 percent identified in Section 2.2.

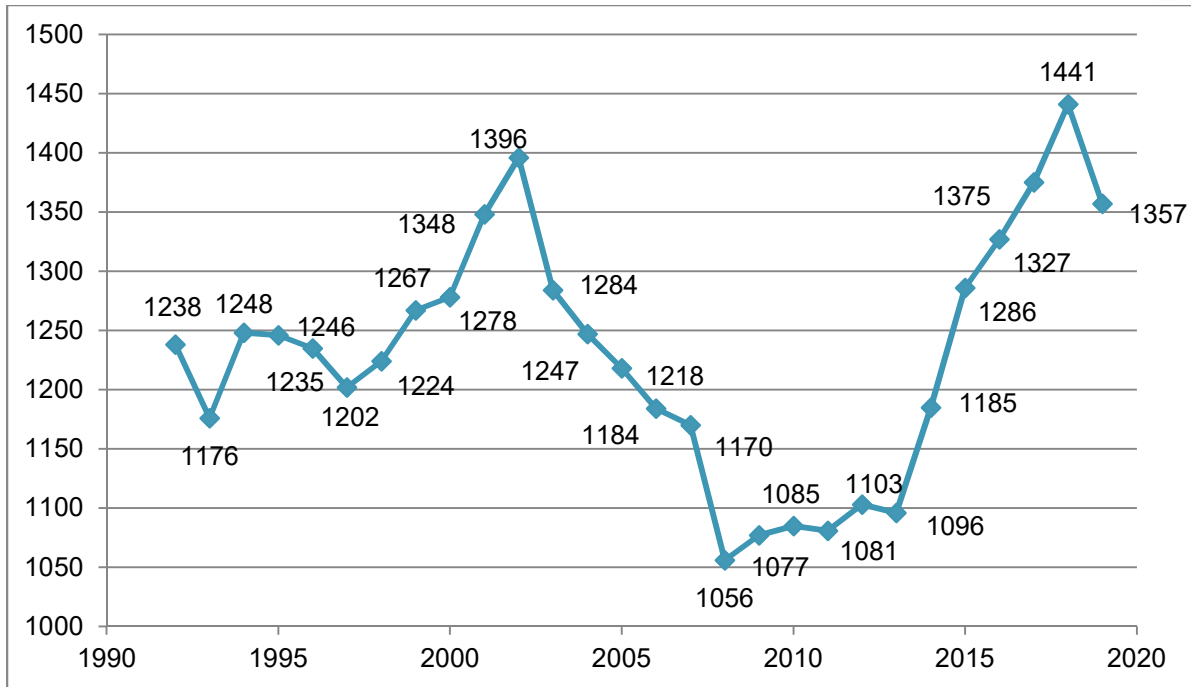


Figure 12. ATR #28 Historic AADT

If the growth and development in Ketchum occurs at a faster pace than the estimated historical traffic growth rates, traffic volumes will follow and increase quickly and the identified needs and improvements in this Plan may be needed earlier than anticipated. This Plan should be updated to identify and provide those needed improvements as the growth occurs.

5.2 Future Employment

No significant changes are expected for the demographics of Ketchum. Future employment distribution is assumed to remain similar to the existing conditions. Examples of significant changes could include a new large employment entity or an employment entity leaving the area. None of these changes are expected to take place in the near future.

5.3 Future Land Use

The *Ketchum Comprehensive Plan* identifies "...a land use pattern that represents the sustainable use of land, energy and other resources by encouraging orderly, contiguous growth that maximizes efficiency and respects the "small town" community character." It places more emphasis on infill, redevelopment and mixed-use development patterns than developing open land.

Ketchum's future land use vision includes six concepts that address the relationship between land use and mobility, open lands, infrastructure, and other future needs:

- Planning for the Areas of City Impact
- A Focus on Downtown and Smaller Commercial Centers
- Infill and Redevelopment to Accommodate Growth



- Land Use Linked with the Transportation System
- Opportunities for Commercial Development, Tourism, and Jobs
- Protection of Natural Features, Open Space, and Rural Character at the Community Edges

A copy of the future land use map is presented in **Figure 13**. This map follows the concepts above and provides for economic growth along with transportation enhancements to support all modes and expand transit, walking, and biking opportunities.

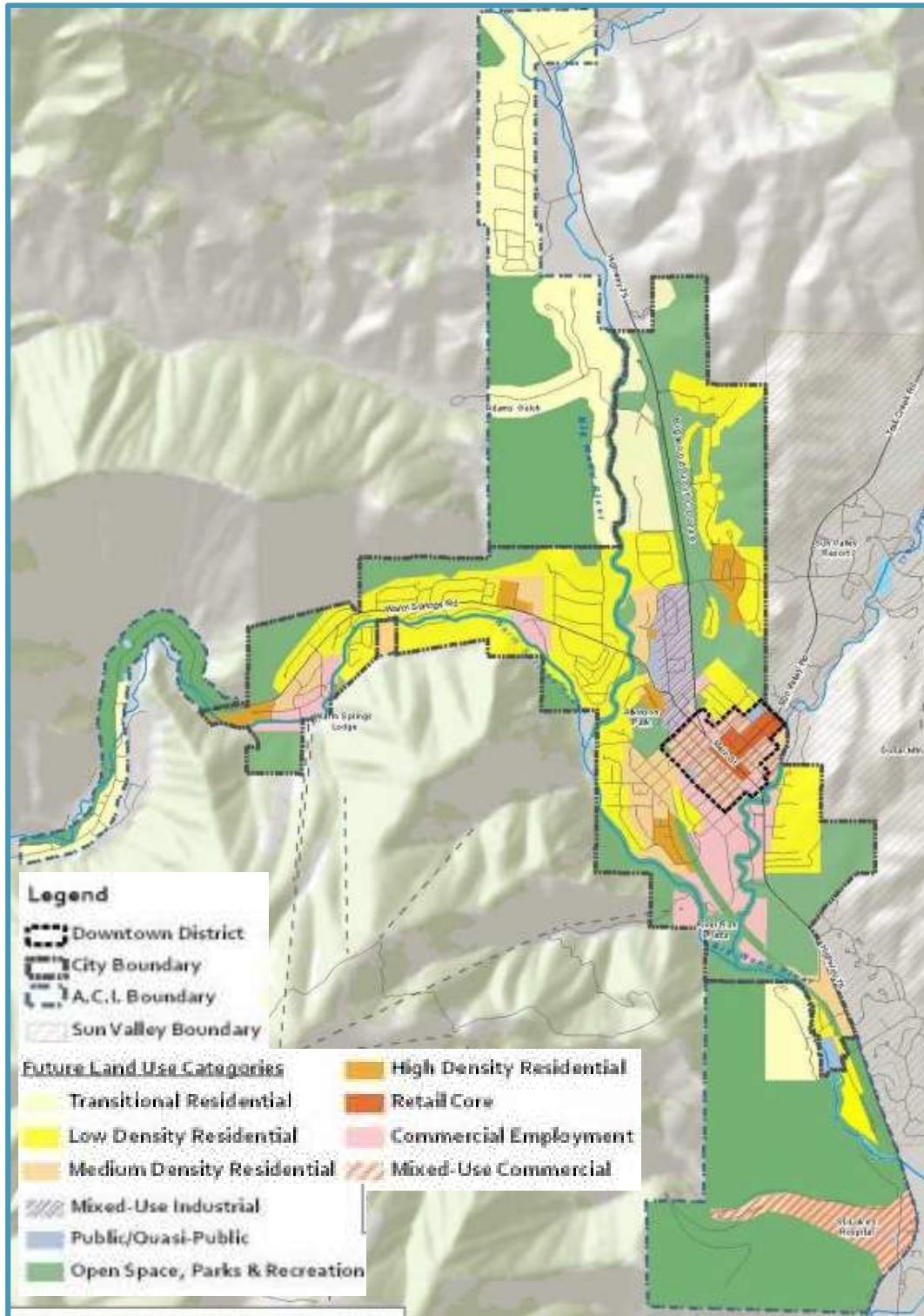
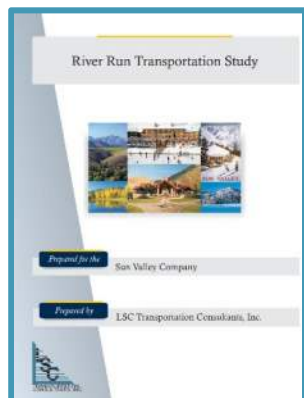


Figure 13. Future Land Use

Source: <https://ketchumidaho.org/planning-buildings/baae/comprehensive-plan>



5.4 Potential Impacts of Future Development



An existing *River Run Annexation and Development Agreement* (2009) identifies a potential development along Serenade Lane west of SH-75 that will include lodging and residential land uses along with a skier parking structure. The Ketchum Boutique Hotel is proposed for development at the southwest corner of Main Street and River Street. It is proposed to be a 100 room hotel with access to River Street only.

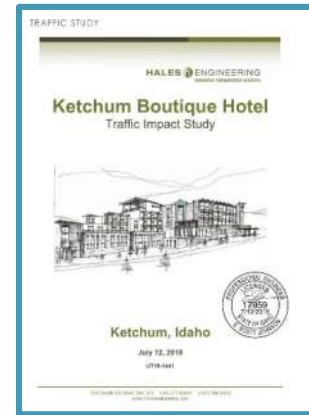
The *River Run Transportation Study* (2009) identified needed improvements with the potential development. The following recommendations for improvements were identified:

- Construct a dual-lane roundabout at the Serenade Lane and Main Street intersection to improve operations and serve demand from the development.
- Add separate left and right turn lanes on the 3rd Avenue approach to the intersection with Serenade Lane and update to either all-way stop or single-lane roundabout, depending on ROW availability.
- Eliminated split phasing at the Main Street signalized intersections with 1st Street, Sun Valley Road, and 5th Street. This would require a reconfiguration of the Main Street lanes to provide separate left turn lanes.
- Potentially add dedicated left and right turn lanes to the 2nd Street intersection with Main Street, although this will not relieve the LOS F for left-turning vehicles. More likely, these drivers will reroute to either the 1st Street or Sun Valley Road intersections with Main Street to use the signals to turn left.
- This development will increase traffic on 2nd and 3rd Avenue and, while still within the carrying capacity of the roadways, some traffic calming features are recommended. These would not divert traffic but slow travel speeds to make these road continue to work well for pedestrians and bicyclists. Some options for traffic calming were given, and Ketchum should work with the development to identify the best features for these streets and implement them.
- Bicycle lanes are recommended along 2nd Avenue and Serenade Lane between the development and SH-75.
- Pedestrian features recommended include sidewalks along at least one side of 2nd Avenue, 3rd Avenue, Serenade Lane, and Ranch Road north of the 3rd Avenue intersection. Specific improvements should be coordinated with Ketchum based on several factors and constraints.



The proposed *Ketchum Boutique Hotel Traffic Impact Study* (2019) was reviewed and the following recommendations for improvements were identified:

- Restrict east and westbound left turning movements at the River Street and Main Street intersection.
- Add a right turn acceleration lane for eastbound right turning vehicles at the Serenade Lane and Main Street intersection.
- Conduct a corridor study to analyze Main Street and determine if a reduction from a four-lane cross section to a three-lane cross section and/or a coordinated signal system would be beneficial.



Ketchum should coordinate with these developments to partner on implementing the appropriate recommended improvements consistent with and in addition to those identified in this Plan, if needed. It is recommended that the *River Run Transportation Study* be updated with the latest site plan, trip generation calculations, and needed improvements to the transportation network.

5.5 Forecast Operations

5.5.1 Key Intersections

The same intersection stop and signal control was assumed to remain in place for the 2040 analysis to estimate how the key intersections may operate with no additional improvements. These results are based on estimating the 2040 July travel demand forecasts.

Figure 14 presents the estimated LOS for the a.m. and p.m. peak hours at each key intersection with estimated 2040 volumes. **Table 5** presents the estimated LOS as well as the average delay at each intersection that determined the LOS. During the a.m. peak hour, each intersection is estimated to have at least one movement that operates at LOS C or worse. The only intersection estimated to have LOS F movements is at River Street with the left turns onto SH-75 having long delays.

The queues on Main Street for vehicles waiting to turn left at the intersections of 1st Street and Sun Valley Street are long and are estimated to extend most of the length of the block to adjacent intersections. The vehicles waiting to turn left from 1st Street and Sun Valley Road to travel south on Main Street are estimated to have queue lengths of almost 100 feet.

During the p.m. peak hour, most intersections are estimated to operate at LOS C or worse. Two movements are estimated to have demand that exceeds capacity: the southbound left turn at the Sun Valley Road and Spruce Avenue intersection, and the southbound left turn at Main Street and River Street. These turning movements at the Sun Valley Road and Spruce Avenue and Main Street and River Street intersections have left turn movements that experience LOS F and may have queue lengths over 100 feet.

The queue for westbound left turning vehicles on Sun Valley Road to turn onto East Avenue at the all-way stop is estimated to extend almost to Walnut Avenue. The queue for eastbound left



turning vehicles on Sun Valley Road to turn onto East Avenue is estimated to extend 100 feet. The left turning vehicles queued on Sun Valley Road to turn south onto Main Street are estimated to extend past the Leadville Avenue intersection.

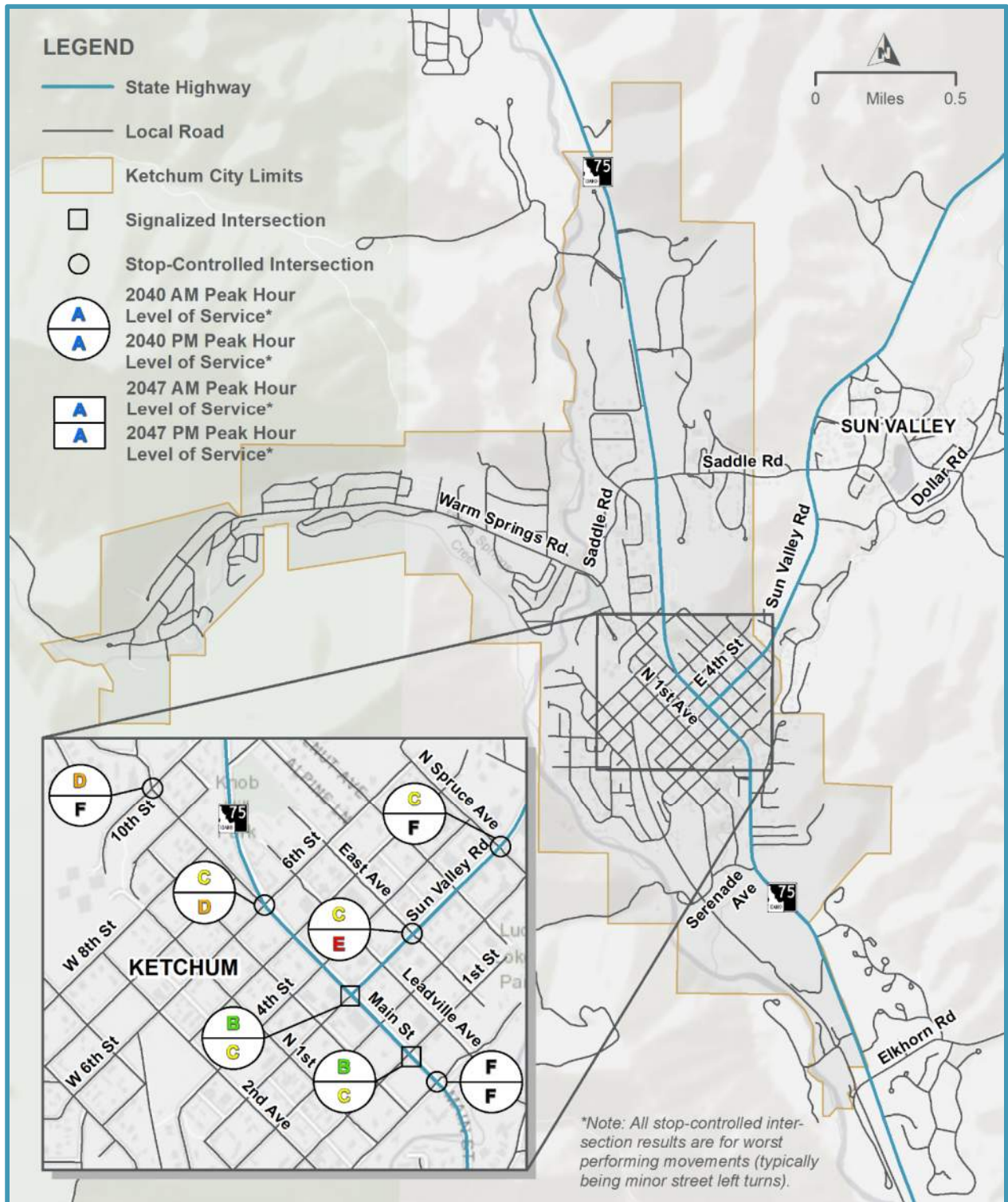


Figure 14. Future Conditions LOS

Table 5. 2040 No Build Key Intersection LOS and Average Delay

Intersection	Control	2040 No-Build			
		AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (s/veh)	LOS	Average Delay (s/veh)
10th Street / Warm Springs Road	Stop	D	28.5	F	55.7
6th Street / Main Street	Stop	C	16.3	D	25.0
Sun Valley Road / Main Street	Signal	B	13.4	C	23.9
1st Street / Main Street	Signal	B	11.5	C	21.6
River Street / Main Street	Stop	F	112.2	F	400+
Sun Valley Road / East Avenue	Stop	C	17.3	E	46.9
Sun Valley Road / Spruce Avenue	Stop	C	24.6	F	310.4

The conflicts between pedestrians will only increase at the Main Street, East Avenue, and 1st Avenue intersections with increased traffic volumes. These long crossings take an extended amount of time and require drivers to see and yield to pedestrians. Ketchum has recently discussed updating the pedestrian crossing and signal indications at the Main Street intersections with 1st Street, Sun Valley Road, and 5th Street with ITD. An option to provide a pedestrian scramble at each intersection is being reviewed, which allows pedestrians to cross the intersection any direction they like in a separate reserved signal. This gives priority to the pedestrians and provides them with more flexibility.



Example of pedestrian scramble recently installed in Boise, Idaho

5.5.2 Main Street and Warm Springs Road/6th Street Intersection

This intersection has a unique configuration with the primary conflict occurring between vehicles traveling on Main Street and wanting to turn left onto Warm Springs. In the a.m. peak hour count, the volumes waiting to make this turn were equal to those traveling north on Main Street, while the opposing southbound movement involved a lower volume of vehicles. In the p.m. peak hour, the southbound movement is the largest while the northbound left turn movement onto Warm Springs Road is almost as large. The operational analyses for this intersection show it operates adequately, but the unique geometry and observations lead to the conclusion that vehicles attempting to turn from Main Street to Warm Springs Road often have to wait for a gap.



A queue can develop behind them for a significant distance, causing delay and congestion south of the Main Street and 6th Street intersection. The operations at this intersection would benefit from a reconfiguration, if possible, and should be reviewed in the future. The pedestrian facilities at this intersection could use an upgrade with a refuge update, including truncated domes, and improved direct pedestrian ramps with truncated domes to provide a better connection to the new sidewalk along Warm Springs Road.

5.5.3 Warm Springs Road intersections with 10th Street and Lewis Street

Warm Springs Road is an important collector for Ketchum, connecting recreation and residences to Downtown. It carries high volumes of traffic from Main Street to northwest of Lewis Street. The intersection at 10th Street was one of the key intersections analyzed. With stop control as currently installed, the left turns from 10th Street are estimated to fail in the future. This failure is tied to long delays as the left turning drivers wait for acceptable gaps to turn on Warm Springs Road. Several alternative improvements have been recommended for these intersections, from multi-way stop control and traffic signals in the *Ketchum Transportation Study* (2004) to conventional or mini roundabouts in the *Ketchum: Through the Looking Glass: A Walkability Assessment* (2018). A “dog bone” or “peanut” roundabout has been discussed several times as well. **Figure 15** and **Figure 16** present two concept level alternatives: a signal lane roundabout at the 10th Street intersection and a dog bone concept that combines both the 10th Street and Lewis Street intersections. Estimated ROW impacts are also shown in each figure.

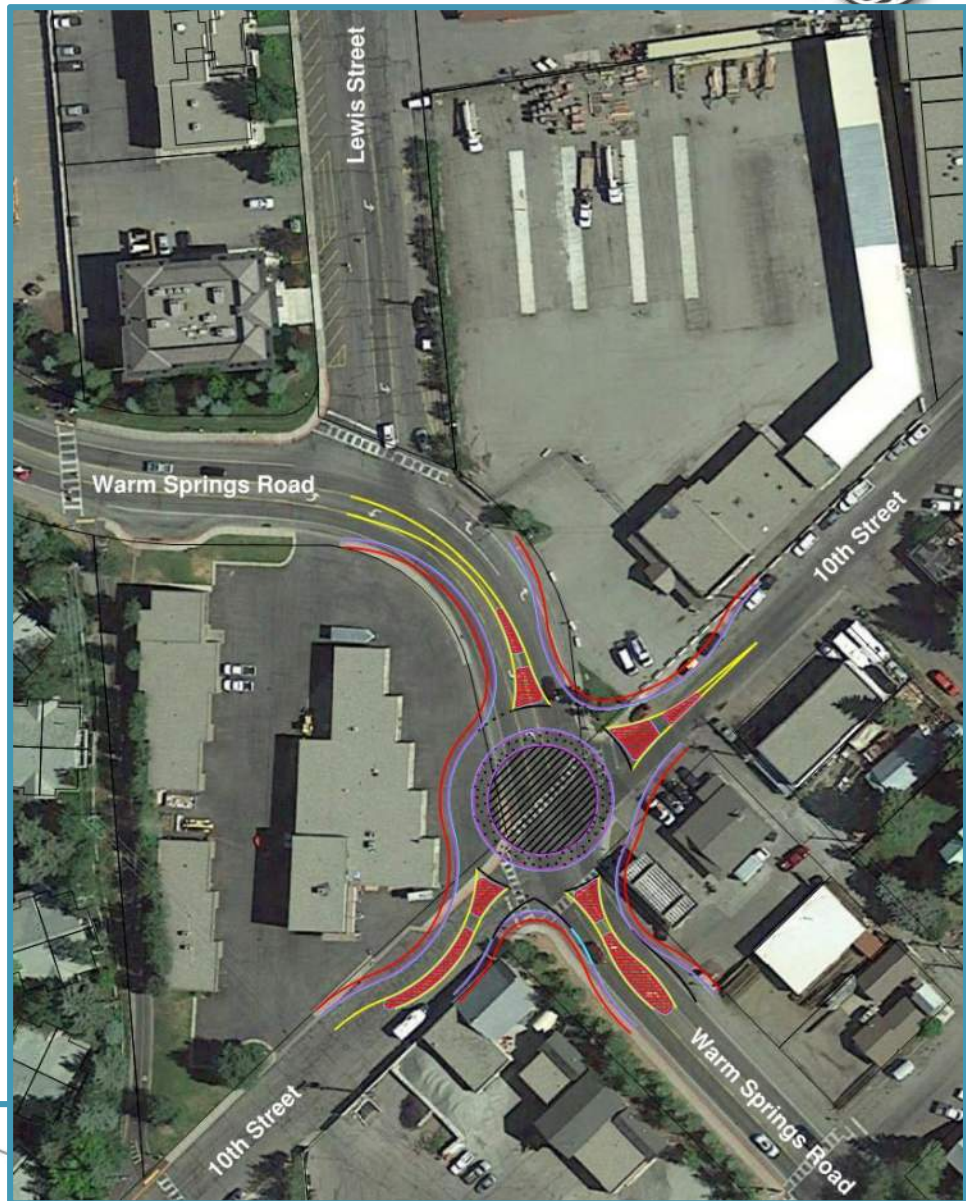


Figure 15. Warm Springs Road and 10th Street Single Lane Roundabout Concept

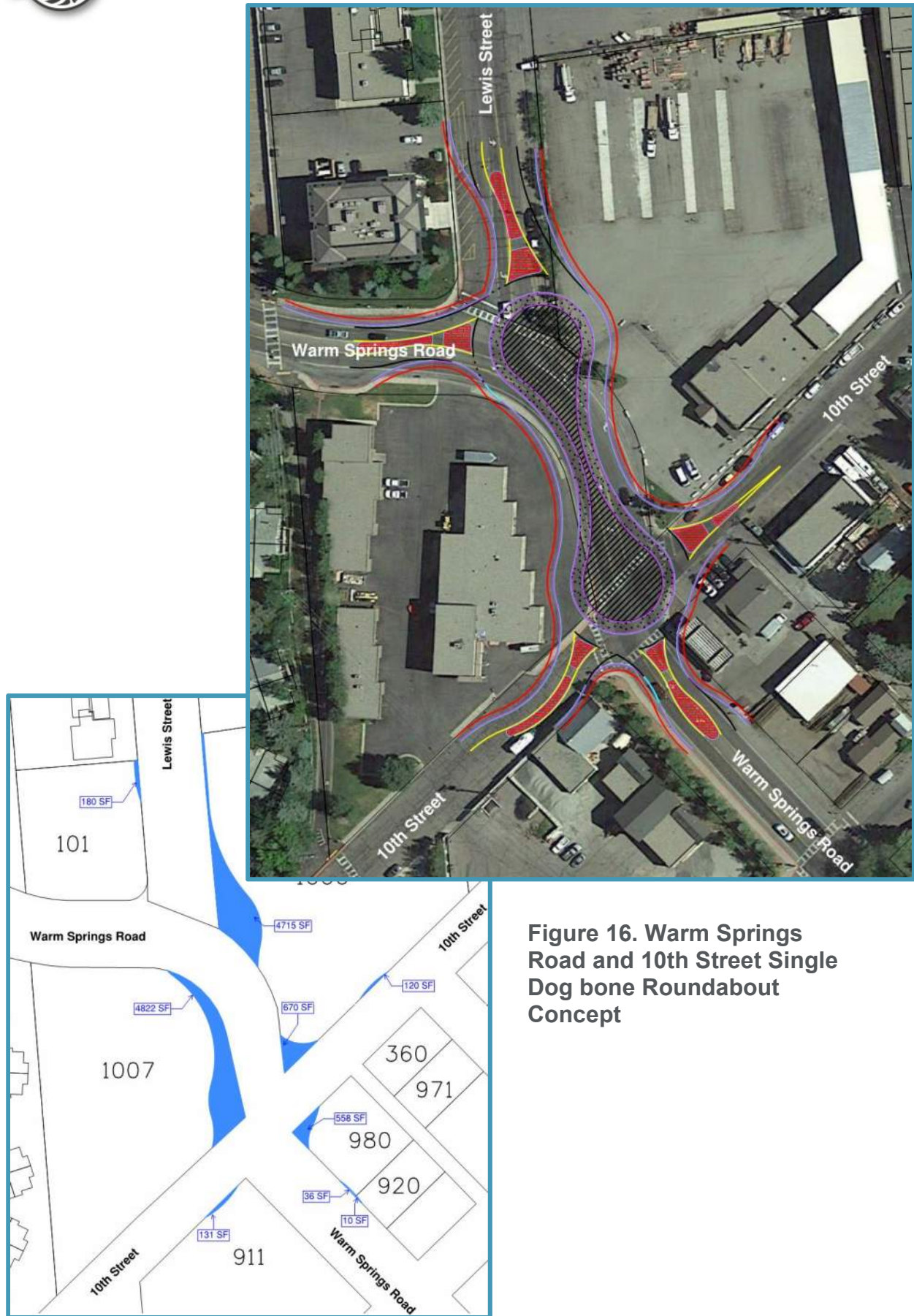


Figure 16. Warm Springs Road and 10th Street Single Dog bone Roundabout Concept



Table 6 presents a comparison of the existing two-way stop control, potential multi-stop control, the concept level roundabout, and the concept level dog bone roundabout alternatives.

Table 6. Warm Springs Road, 10th Street, and Lewis Street Concept Comparison

Alternative	Two-Way Stop Control	Multi-Way Stop Control	Roundabout	Dog bone Roundabout
2040 Estimated p.m. Peak Hour LOS & Delay (s)				
Overall Intersection	C – 7.2	F – 65.8	A – 8.8	B – 18.1
Worst performing movement	SB Left Turn F - 55.7	SB Through/Right Turn F – 109.0	SB Leg B – 10.3	EB Leg C – 29.3
Average Queue Length (FT)	128	500+	155	50
Estimated ROW Required (SF)	0	0	4,557	11,242
Estimated Parking Spaces Removed				
Private	0	0	14	14
On-Street	0	0	13	24

The stop control alternatives are estimated to fail with significant queues on the approach legs. The roundabout and dog bone roundabout are both estimated to operate well with 2040 volumes and serve the demand.

Ketchum should conduct a concept study that looks at these and potentially other alternatives in more detail to investigate other important features and constraints, including: access, storm water drainage, utility needs and conflict, and ROW impacts and issues, among others.

5.5.4 Main Street Lane Reconfiguration and Signal Update

The *Ketchum Transportation Study*, the *Downtown Ketchum Master Plan*, and the *Blaine County Community Bicycle and Pedestrian Master Plan* all identify the opportunity to conduct a road diet lane reconfiguration to reduce the number of lanes on Main Street from a four-lane road section to a three-lane configuration, with a travel lane in each direction and a center median lane that can provide dedicated left turn pockets. An example from a FHWA informational guide is shown in **Figure 17**.

Four-lane undivided highways, like Main Street, often have increased crash numbers as traffic volumes rise. The competition between stopped drivers seeking to make left turning movements and drivers traveling at normal speeds to continue through become more pronounced with higher volumes and congestion and conflicts increase. Additionally, with more pedestrians and bicyclists on the roads, communities desire more livable spaces, better pedestrian and bicycle facilities, and increase transit options, which are not easily accommodated by a four-lane undivided roadway.



The benefits from such a lane configuration are included in these documents and FHWA documentation to include:

- Improved crash safety by reducing vehicle-to-vehicle conflicts that contribute to rear-end, angle-turn, and sideswipe crashes by removing the four-lane undivided inside lanes serving both through and turning traffic. These crash types represent three of the top four most common crashes on state roads, including Main Street.
- Reduce differential speeds between through and turning vehicles, reducing crash severity and conflict.
- Separating left-turning traffic can reduce delays at signalized intersections.
- Cross street traffic can more comfortably enter Main Street because there are fewer lanes to cross.
- Install wider sidewalks and better streetscapes with opportunities for landscaping, shade and street furniture, as well as better protected crossings, such as at 6th Street (see **Figure 18**).
- Slower traffic and a pedestrian-priority can make crossing streets safer and easier.
- Changing from the four-lane to the three-lane configuration will make pedestrians in crosswalks more visible.
- Allow the installation of bulb outs at the crosswalks, reducing the distance pedestrians are exposed to traffic while crossing the street and making them more visible to drivers (see **Figure 19**).



Figure 17. Lane Reconfiguration Road Diet Example

Source: https://safety.fhwa.dot.gov/road_diets/



Figure 18. Pedestrian Crossing Road Diet Example

Source: http://pedbikesafe.org/PEDSAFE/countermasures_detail.cfm?CM_NUM=19



Figure 19. Bulb Out Example

Source: <https://nacto.org/publication/urban-street-design-guide/street-design-elements/curb-extensions/>

Additionally, the traffic signals at 1st Street, Sun Valley Road, and 5th Street should be coordinated for more efficient movement of traffic, allowing separate left turn phasing. These improvements can also be coordinated with Ketchum's desire for pedestrian scrambles at these signalized intersections.

Some potential drawback to the lane reconfiguration could include reduced capacity of the roadway for vehicular traffic, mail trucks and transit vehicles may stop traffic in the single through lane, on-street parking can be reduced, left turn lanes may be difficult to access during



high demand periods, and it may create some issues with snow removal.

The lane reconfiguration should be studied and analyzed in detail with the benefits and drawbacks quantified. Ketchum should coordinate with ITD on conducting this study to determine if implementing a lane reconfiguration road diet is the right solution for downtown Ketchum. Main Street could be a good candidate for this type of treatment because typical volumes on the street fall into a range that a three-lane section can typically serve. However, the close spacing of traffic signals and peak summer traffic volume surges should be taken into account as they can impact how the facility may operate. Detailed modeling of the lane reconfiguration alternative should be conducted under several traffic scenarios to determine how Main Street may function with the variety of specific needs and constraints of this corridor.

FHWA's *Road Diet Informational Guide*

(https://safety.fhwa.dot.gov/road_diets/guidance/info_guide/) recommends considering a range of factors before committing to a road diet, including:

- Vehicle speed
- LOS
- Quality of Service
- Vehicle volume (ADT)
- The operation and volume of pedestrians, bicyclists, transit, and freight
- Peak hour and peak direction traffic flow
- Vehicle turning volumes and patterns
- Frequency of stopping and slow-moving vehicles
- Presence of parallel roadways

6 Asset Management

An asset management plan is a tactical plan for managing infrastructure and other assets to maintain an agreed standard of service over the life cycle of the asset. Ketchum implements specific asset management plans for key assets, including pavement and signage for public streets, using the iWorQ software. iWorQ is a web-based platform that provides a mapping application with tools for inventory, data collection, inspection, and data management. Ketchum should continue to use the Pavement Management and Sign Management programs in iWorQ to track and maintain their infrastructure.

6.1 Pavement Management

Ketchum maintains the existing roadway pavement and the pathway pavement for the Wood River Trail, including the trail along Saddle Road, and the cycle track parallel to Warm Springs Road within the city limits. There is a multi-year maintenance schedule in place which can be enhanced with the use of iWorQ software to allow Ketchum staff to better evaluate roadway pavement to determine existing condition, predict future deterioration, and determine what is



needed to maintain or improve pavements cost effectively. This will allow a more robust management plan to be developed and identify the most cost-effective maintenance activities to preserve the existing pavement surface.

6.2 Sign Management

A sign management system can also be implemented within the iWorQ software for Ketchum as a cost-effective tool inventory to preserve and improve the street sign network. This software will provide a detailed inventory of Ketchum’s sign network, including existing condition and treatment methods in a GIS electronic map. It will also provide a needs assessment process to keep signs in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements for conditions and retroreflectivity. MUTCD standards require public agencies to have a sign management plan to ensure signs meet minimum retroreflectivity requirements for traffic signs on public roads. Retroreflectivity can be measured with a retroreflectometer, which can cost anywhere between \$10,000 and \$22,000, depending on features included, such as GPS and bar code readers. It is recommended that Ketchum invest in the appropriate reflectometer to aid in developing and maintaining their sign asset management system.

7 Recommendations

Following the analysis and evaluation of existing and forecast conditions, the review of Ketchum’s visions and goals, and coordination with Ketchum and the KTA, several capital improvements projects were developed. This document and list is strategic in nature to allow the City to develop prioritized projects each year based on need, funding, and adjacent projects that can be partnered with.

7.1 Capital Improvement Plan

Table 7 presents the capital improvement plan (CIP) with planning level cost estimates in 2020 dollars. A more detailed list is shared in **Appendix A**.

Figure 20 presents the proposed bicycle and multi-use facility projects in the CIP along with many activity generators in map form. **Figure 21** presents the proposed pedestrian facility projects in the CIP and **Figure 22** presents the proposed roadway and intersection projects.

One goal of this plan is to implement a bike network through the Downtown Core connecting to the pathways outside of the core. A network of sharrows on lower volume streets (Projects A1-A6) along with protected bike lanes in 2nd Avenue from 1st Street to 6th Street is proposed that connects to the Wood River Trail, the Warm Springs Cycle Track, and the Sun Valley Trail as well as connecting downtown destinations. A plan to supplement the current Ketchum wayfinding system is needed to include the sharrows system. These projects follow suggestions in the *Downtown Ketchum Master Plan* and the *Blaine County Community Bicycle and Pedestrian Master Plan*. The design and installation of these sharrows should follow the recommendations outlined in the *Blaine County Community Bicycle and Pedestrian Master Plan*.

Project A7 proposes installing a 12' wide separated pathway parallel to SH-75 from the Knob Hill Area to connect with the Wood River Trail at Saddle Road, providing connections to the proposed sharrows at 9th Street, following a suggestion from the *Blaine County Community Bicycle and Pedestrian Master Plan*. This project will need to be coordinated with ITD.

Table 7. Capital Improvements Plan

ID	Project Name	Description	Estimated Cost
Bicycle/Multi-use			
A1	Bike Wayfinding Plan	Conduct a study to support the proposed sharrow installation and connection with other bike facilities to determine wayfinding sign placement and coordination with current Ketchum wayfinding system.	\$10,000
A2	2 nd Avenue Sharrows/Protected Bike Lanes	Install sharrow bike markings and signing along 2 nd Avenue from Serenade Lane to 1 st Street and protected bike lanes from 1 st Street to 6 th Street.	\$86,000
A3	Gem Street & Leadville Sharrows	Install sharrow bike markings and signing along Gem Street from SH-75 to Leadville and on Leadville Avenue from Gem Street to 6 th Street.	\$15,000
A4	Alpine Lane & 9 th Street Sharrows	Install sharrow bike markings and signing along Alpine Lane from 1 st Street to 9 th Street and on 9 th Street to SH-75.	\$15,000
A5	1 st Street Sharrows	Install sharrow bike markings and signing along 1 st Street from 2 nd Avenue to Alpine Lane.	\$13,000
A6	6 th Street Sharrows	Install sharrow bike markings and signing along 6 th Street from 2 nd Avenue to Washington Avenue and Main Street to Alpine Lane.	\$13,000
A7	SH-75 Pathway	Install a separated 12' wide paved pathway parallel to SH-75 from 9 th street (Knob Hill) to Saddle Road.	\$296,000
Total			\$448,000
Pedestrian			
B1	Main Street and 1 st Street	1. Add bulb outs on Main Street approaches and rebuild pedestrian ramps. 2. Update pedestrian crossing signals to automatically provide a WALK signal when crossing side streets parallel to SH-75.	\$120,000
B2	Main Street and Sun Valley Road		\$130,000
B4	Main Street and 5 th Street		\$120,000
B3	Main Street and 4 th Street	Update pedestrian crossing to a pedestrian hybrid beacon (high intensity activated crosswalk [HAWK]) with curb side push buttons for cyclists.	\$200,000
B5	Main Street and 6 th Street	1. Upgrade median to be wider and include detectable warnings on each side for ADA compliance. 2. Upgrade pedestrian ramps with the crossings on Main Street and 6 th Street to provide accessible route to Warm Springs Road sidewalks.	\$60,000
C1	1 st Avenue and 1 st Street	Add bulb outs on 1 st Avenue approaches and rebuild pedestrian ramps.	\$130,000
C2	1 st Avenue and Sun Valley Road		\$110,000
C3	1 st Avenue and 4 th Street		\$140,000
C4	1 st Avenue and 5 th Street		\$140,000



ID	Project Name	Description	Estimated Cost
D1	East Avenue and 2 nd Street	Add bulb outs on East Avenue approaches and rebuild pedestrian ramps.	\$120,000
D2	East Avenue and Sun Valley Road		\$130,000
D3	East Avenue and 5 th Street		\$130,000
E1	Warm Springs Road and Saddle Road	Tighten vehicle turning radii with curbing to reduce pedestrian crossing distance and speed of turning vehicles, and update pedestrian ramps.	\$170,000
S1	Downtown Core Sidewalk Infill	Connect existing sidewalks in Downtown Core. Lump sum to allow Ketchum to be flexible in choosing locations.	\$2,000,000
S2	Warm Springs Road Sidewalk	Extend sidewalk on west side of road from bus stop to bike path across from YMCA. Includes stormwater upgrades with new curb and gutter.	\$210,000
S3	4 th Street Sidewalks	Connect existing sidewalk from Washington Avenue to 2 nd Avenue.	\$370,000
S4	Main Street Signal Pedestrian Upgrades	Install pedestrian improvements including new signal hardware to allow pedestrian scramble at each signalized intersection.	\$500,000
Total			\$4,780,000
Roadway/Intersection Projects			
F1	4 th Street Closure	Close the segment from Main Street to East Avenue to motor vehicles.	\$100,000
F2	Warm Springs Road / 10 th Street / Lewis Street Intersection Improvements Concept Study	Conduct an alternatives analysis of various intersection improvements at Warm Springs Road, 10 th Street and Lewis Street, including a roundabout at 10 th , dog bone roundabout or double roundabout at 10 th and Lewis, mini-roundabouts at each intersection, or other options.	\$75,000
F3	Warm Springs Road / 10 th Street / Lewis Street Intersection Construction	Design and construct the preferred intersection improvements identified in the Concept Study.	\$2,000,000
F4	Main Street Lane Reconfiguration Study	Conduct a lane reconfiguration study to investigate changing the four-lane Main Street into a three-lane section with one travel lane in each direction and a center median to allow dedicated left turn lanes at public street intersections.	\$100,000
F5	Implement Paid Parking Downtown	Parking Management	TBD
Total			\$2,275,000

The bulb outs, pedestrian facility updates, and signal updates along Main Street (Projects B1-B5) should be coordinated with ITD to improve the crossing experience and safety for pedestrians. Bulb outs should be designed to coordinate with Ketchum’s desired pedestrian scramble signal phasing and other pedestrian improvements (Project S4) at the signalized intersections along Main Street that Ketchum and ITD have begun discussing. Project F5, Implement Paid Parking Downtown, will continue to be investigated and the path forward identified. The City of Ketchum will continue to investigate alternatives to achieve their goals for parking downtown.

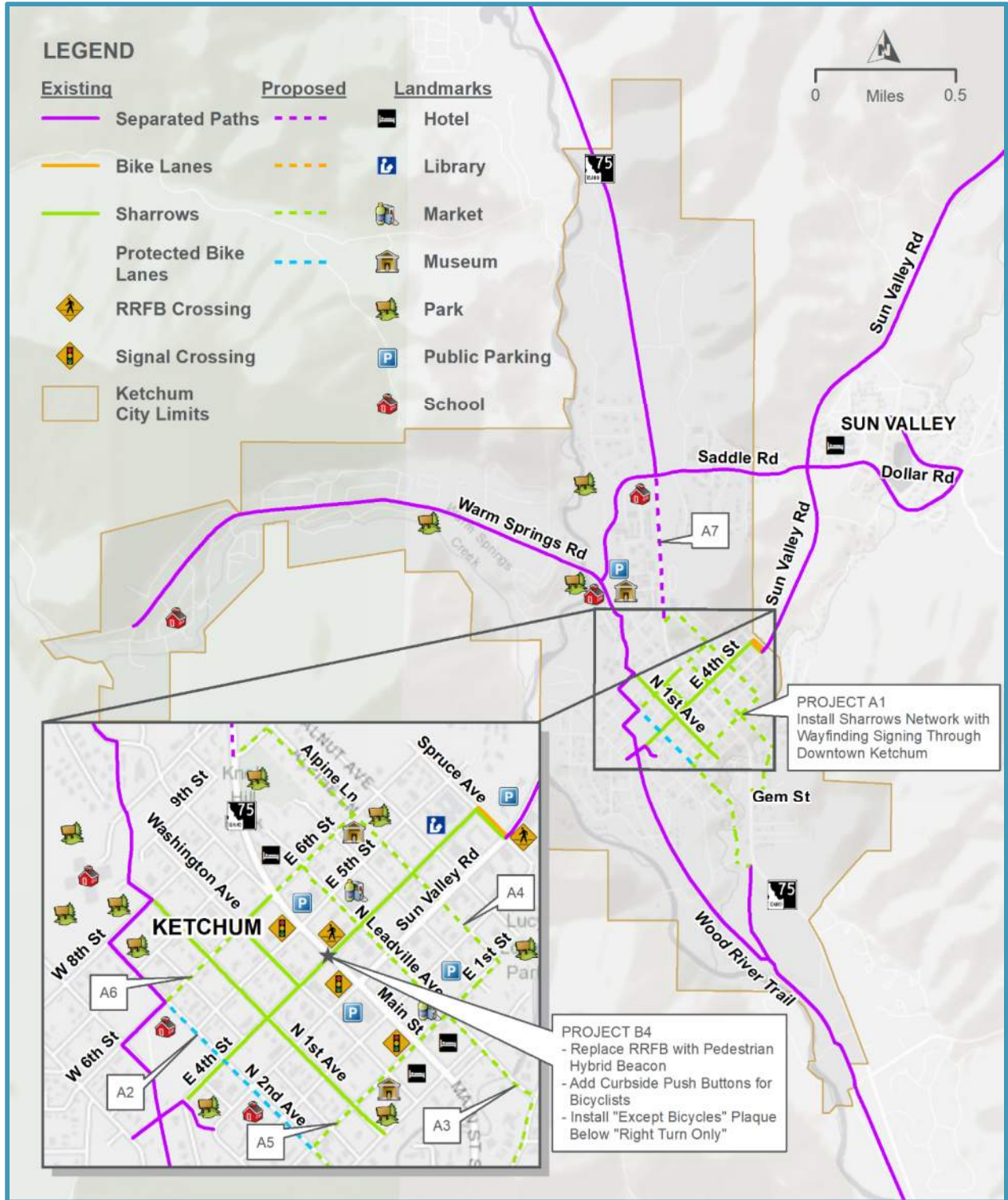


Figure 20. Capital Improvement Plan Map – Bicycle/Multi-Use Projects

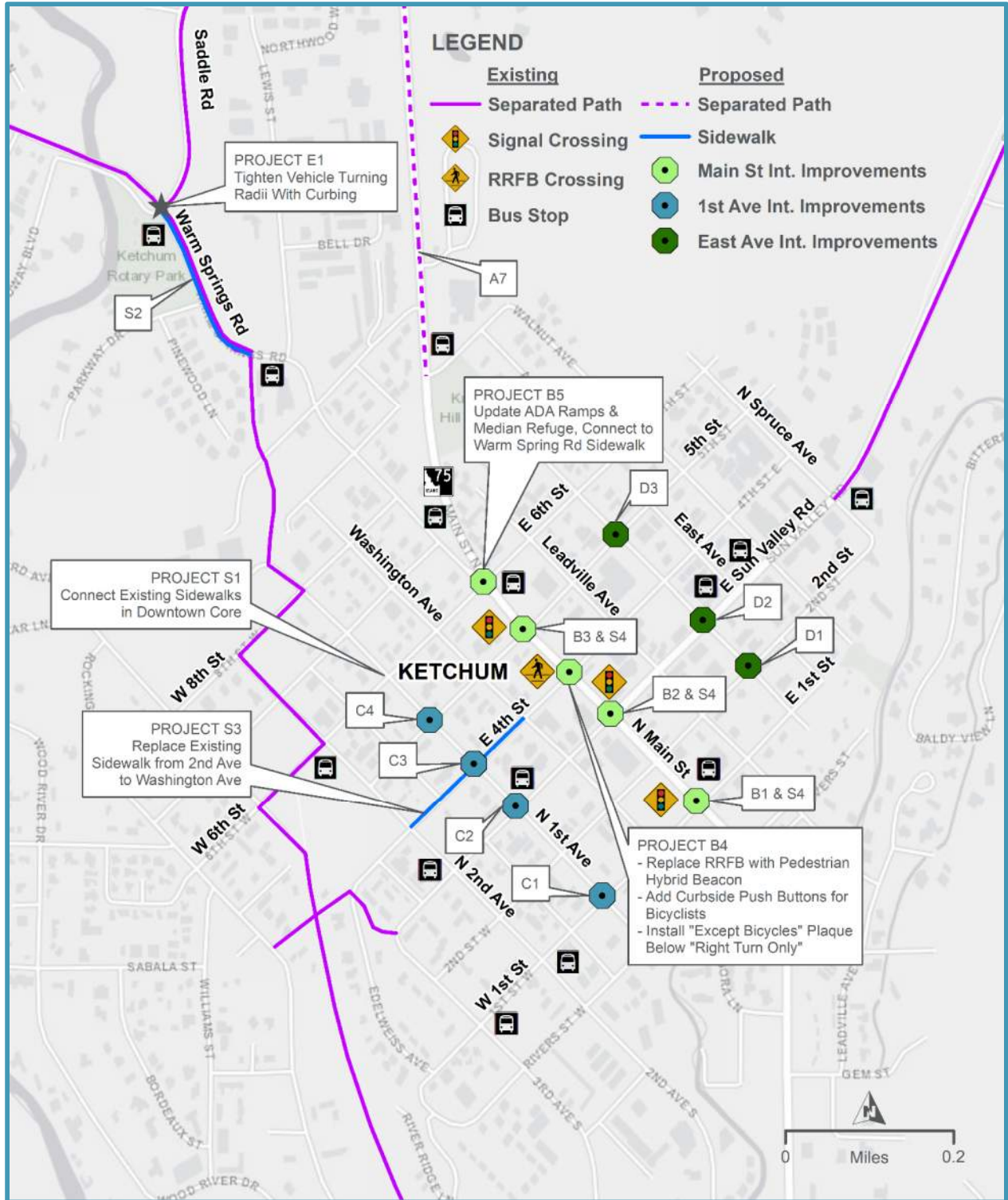


Figure 21. Capital Improvement Plan Map – Pedestrian Projects

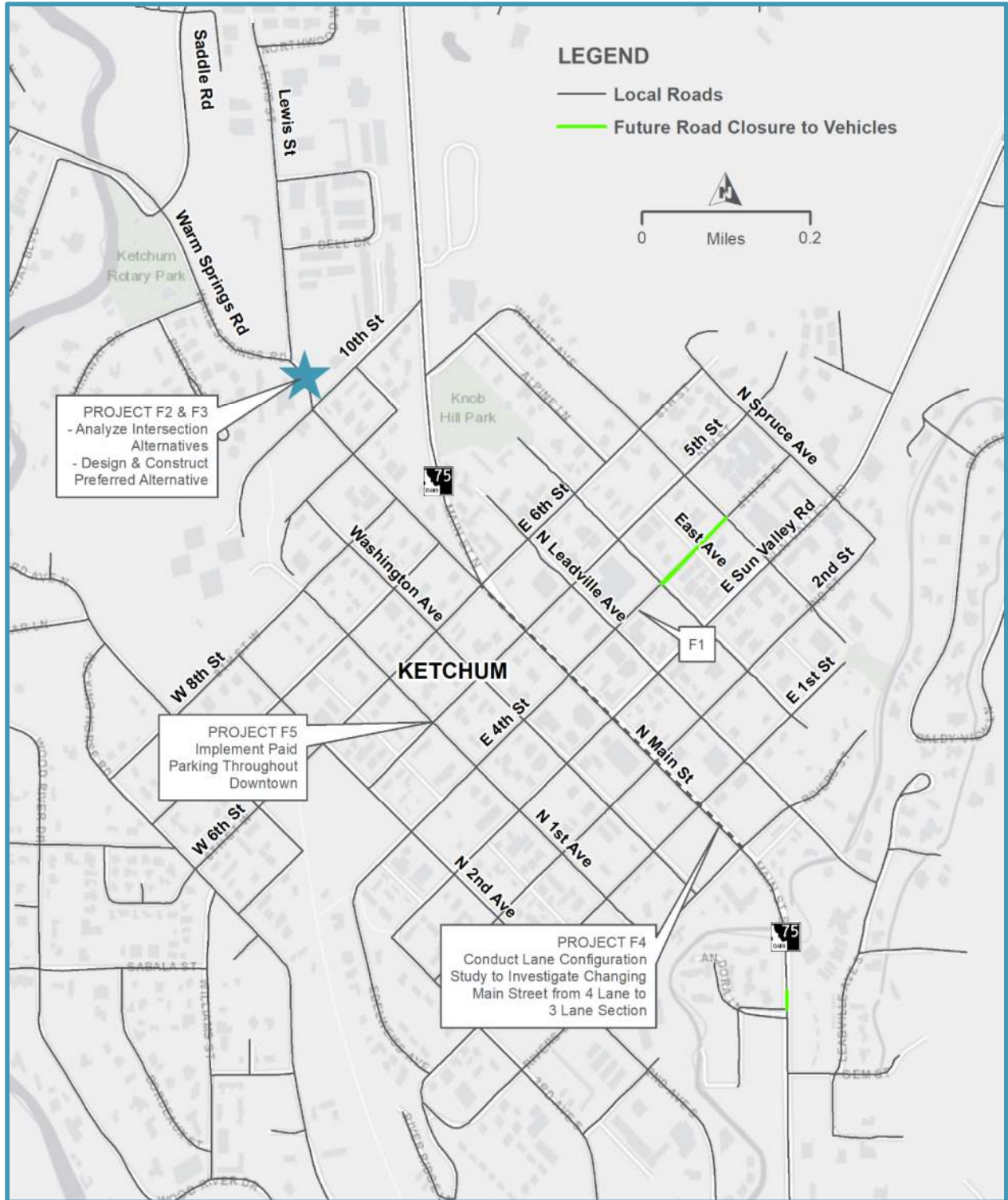


Figure 22. Capital Improvement Plan Map – Roadway/Intersection Projects



The pedestrian hybrid beacon installation at the 4th Street crossing will provide a more positive warning to drivers for pedestrians and bicyclists crossing Main Street. Ketchum and ITD have discussed this replacement. The pedestrian improvements at the 6th Street crossing will provide more refuge for pedestrians as they cross Main Street and meet ADA standards for access to other pedestrian facilities.

The bulb outs and updated pedestrian ramps at key intersections along 1st Avenue west of Main Street (Projects C1-C4) and East Avenue east of Main Street (Projects D1-D3) will reduce the crossing distance for pedestrians and make them more visible to drivers as they wait to cross. These bulb outs will only be installed on the street listed, as they all have 100-foot-wide ROW and on-street parking that the bulb outs can be coordinated with and should not negatively impact snow removal operations.

Project E1 was a recommendation from the *Ketchum: Through the Looking Glass: A Walkability Assessment* to improve the Warm Springs Road and Saddle Road intersection to reduce the speed of turning vehicles and the crossing distance for pedestrians.

Projects S1 through S3 will provide new sidewalks in the Downtown Core as needed to connect or replace existing sidewalks that do not meet the needs of the walking public. The specific projects for Warm Springs Road and 4th Street should be implemented as soon as practical and the lump-sum Project S1 allows the city to be flexible in identifying areas of needed improvement or replacement.

The projects listed in **Table 7** should continue to be evaluated and scheduled as appropriate to address the needs and goals of Ketchum. Project F5, implement paid parking downtown, has been discussed for several years. Identifying the right structure, turnover rates desired, and locations is important to make it a successful program. Project F1, 4th Street closure to motor vehicles, should be reviewed with the public and nearby stakeholders. The best way to implement this change to promote pedestrian streetscape and bicycle passage should be designed and installed.

Ketchum should conduct a concept study to thoroughly review the potential Warm Springs Road/10th Street/Lewis Street intersection concept alternatives presented in **Figure 15** and **Figure 16** and potentially other alternatives in more detail. Improvements are needed to serve future travel demand; this factor and other important features and constraints, including access, storm water drainage, utility needs and conflict, and ROW impacts and issues, should be evaluated to identify the best solution to improving these intersections for all modes of transportation. Once this solution is identified and approved by Ketchum, the project can move into construction.

The Main Street Lane Reconfiguration Study, Future Project F4, should follow the suggestions and FHWA criteria described in Section 5.5.5 of this Plan and the FHWA's *Road Diet Informational Guide*. This will potentially be a big change to downtown Ketchum and will require support and coordination with ITD as well as other communities and users within Blaine County.



7.2 Routine Annual Roadway Maintenance

Table 8 presents Ketchum’s currently planned roadway maintenance projects.

Table 8. Roadway Maintenance, Rehabilitation, and Reconstruction Plan

	Project Name	Description	Estimated Cost
Maintenance			
M1	Sidewalk and Curb & Gutter Repairs	Annual repairs to city sidewalk and curb and gutter	\$1,000,000 annually
M2	4 th Street Pavers	Replace pavers along 4 th Street for smooth surface	\$2,000,000
PM1	Pavement Marking Maintenance	Refresh pavement margins on all Ketchum owned streets (parking, crosswalks, etc.) Crosswalks and "shark teeth" on Main Street and Sun Valley Road west of Main Street	\$50,000 annually
CH1	Asphalt Maintenance	Chip seal Ketchum owned streets following planned multi-year chip-seal cycle	\$250,000 annually
Total			\$3,300,000
Road Rehabilitation and Reconstruction			
M3	Mill and Overlay East Avenue		\$600,000
M4	Mill and Overlay East Avenue		\$80,000
Total			\$680,000

7.2.1 Crack Sealing and Patching

Crack sealing and patching are routine maintenance actions that help prolong the life and quality of pavement. Ketchum seals cracks and patches low spots and potholes with asphalt prior to chip sealing. Annually, Ketchum uses about 1.2 tons of crack seal and 2 tons of asphalt for patching prior to chip sealing.

7.2.2 Chip Seal Cycle

Ketchum has a multi-year chip seal schedule for the next nine years as shown in **Figure 23**, including the pathways within the city limits. A detailed list of potential scheduled projects is presented in **Appendix B**. As Ketchum develops a chip seal cycle as part of their pavement management system using iWorQ, the entire street network in the city can ideally receive a chip seal within eight years. Roads should receive rehabilitative maintenance with overlay or CRABS or be reconstructed prior to receiving a chip seal if in poor condition. The locations and dates shown in **Figure 23** are approximate and a general guide to maintenance work. Specific needs and projects will be evaluated and maintenance performed based on existing pavement conditions.

7.2.3 Sidewalk and Curb and Gutter Repair

Ketchum budgets for annual repairs for sidewalk, curb, and gutter to keep them in good repair for pedestrians and to convey stormwater to the correct treatment locations. In addition, the pavers along 4th Street are chipping and failing, creating a rough surface. These will be replaced.



7.2.4 Pavement Marking Maintenance

Ketchum annually refreshes the pavement markings on city streets as well as the crosswalks and "shark teeth" on Main Street and Sun Valley Road west of Main Street.

7.3 Road Rehabilitation and Reconstruction

Ketchum has plans for two mill and overlay projects, one on East Avenue and one on Walnut Avenue. These are shown in **Figure 23**.

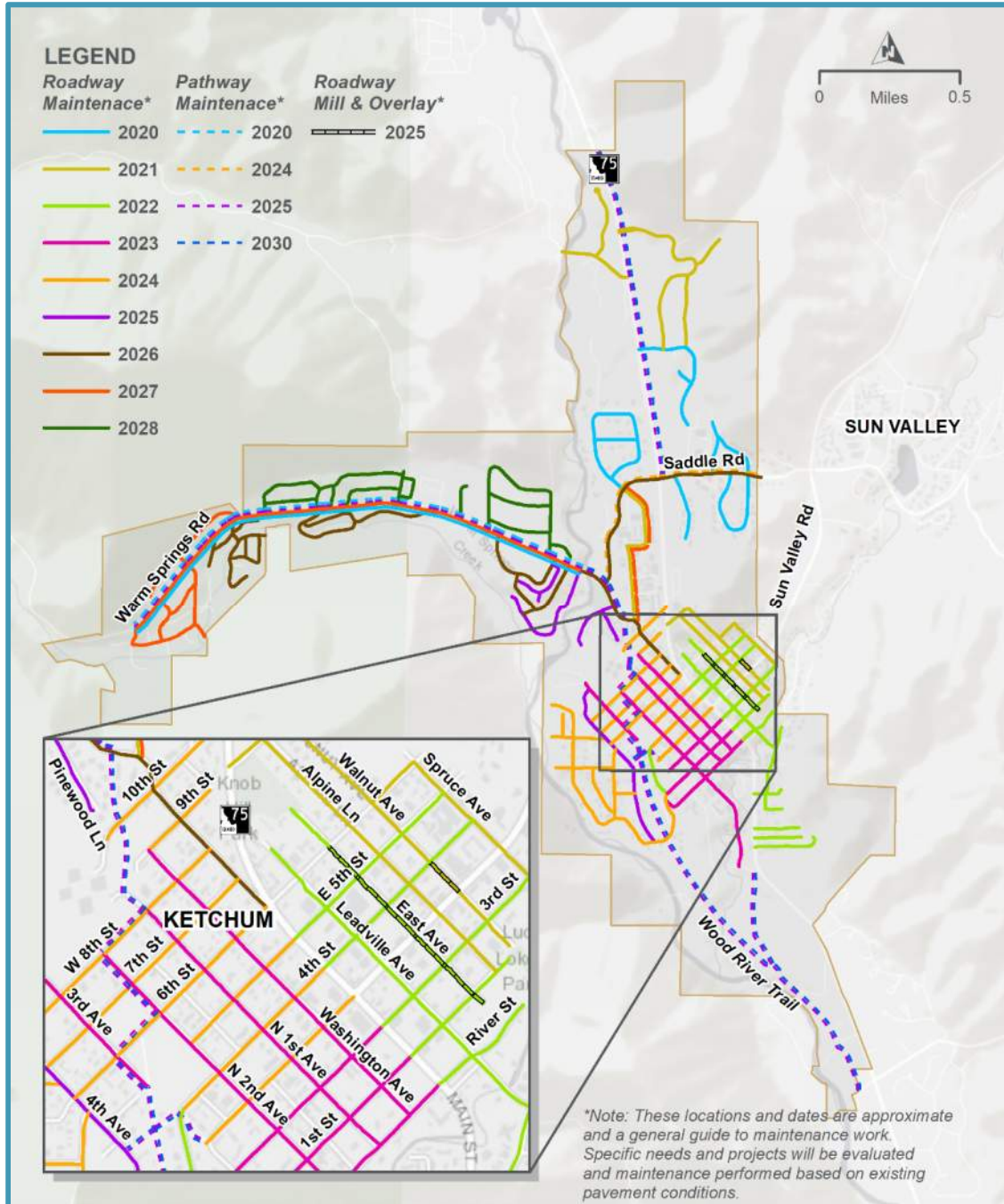


Figure 23. Road Rehabilitation and Reconstruction Projects



8 Funding

There are several funding opportunities for Ketchum transportation projects, including local, state, and federal sources. These also include grants and matching funds available through state agencies such as the Idaho Commerce and Labor Department and Economic Development, ITD, LHTAC, and Idaho Parks & Recreation. Most funding agencies require Ketchum to identify projects and list them in their CIP to be eligible.

8.1 Local Funding

8.1.1 General Fund

Ketchum receives taxpayer dollars and deposits them in the General Fund, along with other funds received. The Mayor and City Council can allocate the funds to programs and services in any area as needed. General fund dollars are used to support Ketchum services including police, fire, parks, and can be used in planning, community development and administrative support services.

8.1.2 Idaho Users Revenue Fund

These funds are collected by the state through motor fuel taxes and license fees and are distributed annually to all governmental units responsible for roadway maintenance in the State of Idaho. Distributions are based on a formula that includes population and number of roadway miles in the jurisdiction. This is the primary source for ongoing roadway maintenance and rehabilitation in many local communities.

8.1.3 Vehicle Registration Fees

Vehicle registration fees, which ITD collects on behalf of counties and highway districts, are distributed to each organization to fund transportation improvement projects.

8.1.4 Property Taxes

Property taxes are the main source of funds for local governments to raise money to provide services. These funds are often dedicated for services as well as infrastructure needs.

8.1.5 Sales Tax

A sales tax option to fund public transportation is available in Idaho for resort communities, which can relieve some of the financial burden on the local population.

8.1.6 Impact Fees

Impact fees are imposed by a local government on new or proposed development projects to pay for all or a portion of the costs of providing public services to the development. Ketchum has set impact fee rates for new developments to help pay for needed infrastructure and services, including fire, wastewater, streets, parks, police, and water. Impact fees do not often pay for the full cost of improving the transportation system, but they can be combined with other sources to fund projects.



8.1.7 Local Improvement Districts

As federal and state assistance declines, local sources of funding will become more important. A local improvement district (LID) is one avenue for the public to share the cost of transportation infrastructure improvements and other types of public utility improvements, such as sewer and water lines. Property owners agree to form LIDs when the benefits from the improvements outweigh the costs. Oftentimes, property owners in a LID pay an amount proportional to the benefits they receive for the property that is owned. Bonds are sold to cover improvement costs, and payments are made through property assessments with a long-term payment plan, up to 20 years, and relatively low interest rates. The project costs are divided between each of the property owners in the district based on lot front footage, area of lot, benefits derived, or a combination thereof.

In 2006, Ketchum formed the Ketchum Urban Renewal Agency (KURA) to provide improvements supporting downtown revitalization, community housing and public and private investments. It is an independent organization with its own budget, by-laws and Board of Commissioners. Its activity and investment decisions are guided by an *Urban Renewal Plan* (2006) adopted by the City Council in 2006 and amended in 2010. KURA funding has been used in the past to develop the *Downtown Ketchum Master Plan* (2006) and the updated *Urban Renewal Plan* (2010) as well as developing the Fourth Street Heritage Corridor. More information is available at the following website: <https://ketchumura.org/kura>.

8.2 State and Federal Funding

There are several funding possibilities available from the state and federal government, including some possible funds available through agencies such as the Idaho Commerce and Labor Department and Economic Development, ITD, LHTAC, and Idaho Parks & Recreation. Most of these funding agencies require Ketchum to identify projects and list them in their CIP to be eligible for funding, along with requiring the city to provide a percentage of local funds to match the total funding.

8.2.1 LHTAC

In order to assist communities throughout the state in completing their transportation projects, LHTAC, a division of ITD, offers several assistance programs to qualifying agencies. The following is a brief summary of those programs and their qualification criteria. Details and applications can be found at the following website: <https://lhtac.org/programs/>

8.2.1.1 SURFACE TRANSPORTATION PROGRAM (STP) LOCAL RURAL

STP Local Rural funds are available for projects in rural areas and in cities with populations less than 5,000. It is awarded through the local federal-aid incentive program administered by LHTAC and can be used for new construction, reconstruction, or rehabilitation of roadways classified by FHWA as arterials or rural major collectors with a small percentage allowed for minor collectors. This program requires a 7.34 percent match in local funds.



8.2.1.2 LOCAL RURAL HIGHWAY INVESTMENT PROGRAM (LHRIP)

The Idaho Transportation Board, in conjunction with ITD and LHTAC, has developed this program to assist small cities, counties, and highway districts to improve the investment in their roadway infrastructure. The program is funded by an exchange of federal-aid rural funds for ITD state funds. At the request of the Idaho Transportation Board, LHTAC has agreed to administer this program and account for the expenditures of the funds based on criteria established by the Idaho Transportation Board and LHTAC. The program has four categories of grants:

- **Construction Projects** include any type of local road or bridge project to improve the condition, safety, or service life of that local road or bridge, from maintenance up to and including reconstruction. This type of project grant is limited to a maximum of \$100,000. Projects must include road and roadway work. Projects exclusively for pedestrian or drainage improvements are not eligible. A one-year hiatus will be applied to those Local Highway Jurisdictions who received LRHIP Construction project awards the previous year.
- **Federal-aid Match Construction Projects** include any type of local road or bridge project that has federal-aid (or other federal funds) to improve the condition, safety, or service life of that road or bridge. To apply for this project, Ketchum must already be awarded the federal-aid project. It should be included in the Idaho Transportation Investment Program (or similar program) and must be scheduled for construction within the next two years (from the grant fiscal year). This type of project has a maximum grant amount of \$100,000. Annually, a total of \$200,000 is reserved for this type of project and award is based on need.
- **Transportation Plans** funds are to be used to hire a licensed consulting engineer or transportation planner to complete a new Transportation Plan or update an original Transportation Plan that is over 10 years old. An original Transportation Plan is limited to a \$50,000 award and an update is limited to a maximum of a \$30,000 award. Plans must include an asset management plan (iWorQ or approved alternative), if one is not in place.
- **Sign Projects** include sign replacement and upgrade projects to bring warning and regulatory signs, sign posts, and pavement markings up to Manual on Uniform Traffic Control Devices (MUTCD) standards. This type of project grant is limited to a maximum of \$30,000.

Emergency Funds are available through a separate application for emergencies that occur. The amount reserved annually to fund these projects is \$400,000 and individual grants are limited to \$100,000.



8.2.1.3 LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (LHSIP)

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at eliminating Fatal and Serious Injury (Type A) crashes on the roadway system. Local highway jurisdictions (LHJ) can receive approximately \$8.9M of the state HSIP funds through the LHSIP, administered through LHTAC. Eligibility for the LHSIP is based on LHJs having at least one Serious Injury (Type A) or Fatal crash over the last five years. Qualifying LHJs are identified by LHTAC and notified each fall to begin the application process. This federally funded program requires a local match, not to exceed 7.34 percent. Projects are ranked according to individual cost-benefit ratios. Projects are funded first based on their cost-benefit ratio within their ITD District, and then by their overall cost-benefit ratio throughout the state. Final project selection is by the Idaho Transportation Board.

8.2.1.4 FEDERAL LANDS ACCESS PROGRAM (FLAP)

The Federal Lands Access Program (FLAP) was established in 23 U.S.C. 204 to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements state and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators. The program is administered by the FHWA Western Federal Lands Highway division. It is directed towards public highways, roads, bridges, trails, and transit systems that are under state, county, town, township, tribal, municipal, or local government jurisdiction or maintenance, and provide access to federal lands.

See their website for the most current eligible project types and program status:

<https://flh.fhwa.dot.gov/programs/flap/>

8.2.2 ITD

ITD offers several assistance programs to qualifying agencies. The following is a brief summary of those programs and their qualification criteria. Details and applications can be found at the following website: <https://itd.idaho.gov/alt-programs/>

8.2.2.1 TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

The purpose of the TAP, formerly known as Community Choices for Idaho, is to provide for a variety of alternative transportation projects to address the needs of non-motorized users and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity while maximizing the use of federal funds. The program will provide an annual mechanism to solicit locally identified projects and leverage potential federal funding opportunities for sponsored projects.

The TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects.



8.2.2.2 ADA CURB RAMP PROGRAM

The Idaho Americans with Disabilities Act (ADA) Curb Ramp Program is a state-administered program that provides funding for projects to address curb ramps on the state highway system. The goal of the program is to provide accessible facilities for pedestrians with disabilities while allowing local jurisdiction flexibility in meeting the required standards. ITD is allocating \$500,000 of state funds annually for this program. Applicants can qualify for up to \$60,000 in state funding to construct new or alter existing curb ramps on the state highway system to meet the requirements of the ADA. Funds can only be used for construction purposes. This program provides local communities more control over the design of pedestrian facilities in their communities, the time of construction, and makes better economical use of state funds while addressing accessibility on the state highway system.

8.2.3 Idaho Department of Parks and Recreation

8.2.3.1 THE RECREATIONAL TRAILS PROGRAM (RTP)

The Recreational Trails Program of 1998 establishes a program for allocating funds to the States for recreational trails and trail-related projects. Projects must be from trail plans included, or referenced, in a Statewide Comprehensive Outdoor Recreation Plan required by the Land and Water Conservation Fund Act (Section 1302 (a)(b)). The typical grant funding level for the program is approximately \$1.5 million annually.

Permissible uses of the funds are: maintenance and restoration of existing recreational trails; development and rehabilitation of trailside and trailhead facilities and trail linkages for recreational trails; purchase and lease of recreational trail construction and maintenance equipment; and construction of new recreational trails (with restrictions for new trails on Federal lands). The Idaho Department of Parks and Recreation (IDPR) is responsible for the administration of the Recreational Trails Program in the state of Idaho.

At least 30 percent of funds received annually by the State must be reserved for uses relating to motorized recreation, at least 30 percent must be reserved for non-motorized recreation, and the remaining 40 percent must give preference to projects that provide for innovative recreational trails corridor sharing by motorized and non-motorized use. More information is available at this website: <https://parksandrecreation.idaho.gov/recreational-trails-program-rtp>

8.2.3.2 THE RECREATIONAL ROAD & BRIDGE FUND

The 1993 session of the Idaho legislature passed HB 185 which authorized the IDPR to administer 0.44 percent of State gas tax revenues to “be used solely to develop, construct, maintain and repair roads, bridges and parking areas within and leading to parks and recreation areas of the state.” The typical grant funding level for the program is approximately \$300,000 annually. Currently all road and bridge applications are reviewed by IDPR staff and recommendations are presented to the Idaho Park and Recreation Board for final approval.

More information is available at this website: <https://parksandrecreation.idaho.gov/recreational-road-bridge-fund>



A

Capital Improvements Plan

Final Capital Improvements Plan							
Project ID	Project Name	Description	ROW & Roadway Width	Justification	Notes	Timeframe	Estimated Cost
Bicycle/Multi-use							
A1	Bike Wayfinding Plan	Conduct a study to support the proposed sharrow installation and connection with other bike facilities to determine wayfinding sign placement and coordination with current City wayfinding system	N/A	Bicycle Mobility & Safety	Coordinate with recent wayfinding signing through downtown	Short-term	\$10,000
A2	2nd Avenue Sharrow/Protected Bike Lanes	Install sharrow bike markings and signing along 2nd Avenue from Serenade Lane to 1st Street and protected bike lanes from 1st Street to 6th Street	ROW - 44' from Serenade Lane to Trail Creek 60' from Trail Creek to Cottonwood Street 80' from Cottonwood Street to 6th Street Roadway - 24' from Serenade Lane to curb & gutter 26' from begin curb & gutter to curve 36' from curve to Cottonwood Street 60' from Cottonwood Street to River Street 45' from River Street to 1st Street 60' from 1st Street to 2nd Street 65' from 2nd Street to 6th Street On-street parking from Cottonwood Street to 6th Street	Bicycle Mobility & Safety	Connect to pathway at Serenade Lane, pathway at 6th Street, sharrow at 4th Street, and proposed sharrow at 1st Street and 6th Street	Short-term	\$86,000
A3	Gem Street & Leadville Avenue Sharrow	Install sharrow bike markings and signing along Gem Street from SH-75 to Leadville and on Leadville Avenue from Gem Street to 6th Street	ROW - 30' on Gem Street and Leadville Avenue from Gem Street to driveway 45' from driveway to Lava Street 60' from Lava Street to 6th Street Roadway - 20' on Gem Street Leadville Avenue - 25' from Gem Street to Onyx Street 30' from Onyx Street to River Street 45' from River Street to 6th Street On-street parking on both sides of street from River Street to 6th Street	Bicycle Mobility & Safety	Connects to sharrow at 4th Street and proposed sharrow at 1st Street and 6th Street	Short-term	\$15,000
A4	Alpine Lane & 9th Street Sharrow	Install sharrow bike markings and signing along Alpine Lane from 1st Street to 9th Street and on 9th Street to SH-75	ROW - 30' from 1st Street to 9th Street Roadway - 25' from 1st Street to 6th Street from 5th Street to 9th Street	Bicycle Mobility & Safety	Connects to sharrow at 4th Street, proposed sharrow at 1st Street and 6th Street, and proposed pathway on SH-75	Short-term	\$15,000
A5	1st Street Sharrow	Install sharrow bike markings and signing along 1st Street from 2nd Avenue to Alpine Lane	ROW - 60' from 2nd Avenue to Alpine Lane 45' from 2nd Avenue to East Avenue Roadway - 25' from East Avenue to Alpine Lane On-street parking on both sides of street from 2nd Avenue to Alpine Lane	Bicycle Mobility & Safety	Connects to sharrow at 1st Avenue and proposed sharrow at 2nd Avenue, Leadville Avenue, and Alpine Lane	Short-term	\$13,000
A6	6th Street Sharrow	Install sharrow bike markings and signing along 6th Street from 2nd Avenue to Washington Avenue and Main Street to Alpine Lane	ROW - 60' from 2nd Avenue to Alpine Lane 45' from 2nd Avenue to 1st Avenue Roadway - 35' from 1st Avenue to Washington Avenue 32' from Main Street to Alpine Lane On-street parking on both sides of street from 2nd Avenue to 1st Avenue On-street parking on north side of street from 1st Avenue to Washington Avenue No on-street parking between Main Street and Leadville Avenue On-street parking on both sides of street from Leadville Avenue to Alpine Lane	Bicycle Mobility & Safety	Connects to pathway at 2nd Avenue, sharrow at 1st Avenue and Washington Avenue, the southbound bike lane on Warm Springs Road, and proposed sharrow at 2nd Avenue, Leadville Avenue, and Alpine Lane	Short-term	\$13,000

Final Capital Improvements Plan							
Project ID	Project Name	Description	ROW & Roadway Width	Justification	Notes	Timeframe	Estimated Cost
A7	SH-75 Pathway	Install a separated paved pathway parallel to SH-75 from 9th Street (Knob Hill) to Saddle Road. Provide a 12' wide pathway	ROW - 100' from 6th Street to Saddle Road	Bicycle Mobility & Safety	Coordinate with ITD Connect to proposed sharrow on 9th Street and existing pathway at Saddle Road	Short-term	\$296,000
TOTAL							\$448,000
Pedestrian							
B1	Main Street and 1st Street	1. Add bulb outs on Main Street approaches & rebuild pedestrian ramps 2. Update pedestrian crossing signals to automatically provide a WALK signal rather than requiring pedestrian to push the button when crossing side streets parallel to SH-75	ROW - 80' on Main Street and 60' on 1st Street	Pedestrian Safety	Coordinate with ITD	Short-term	\$120,000
B2	Main Street and Sun Valley Road	1. Add bulb outs on Main Street approaches & rebuild pedestrian ramps 2. Update pedestrian crossing signals to automatically provide a WALK signal rather than requiring pedestrian to push the button when crossing side streets parallel to SH-75	ROW - 80' on Main Street and 60' on Sun Valley Road	Pedestrian Safety	Coordinate with ITD	Short-term	\$130,000
B3	Main Street and 4th Street	Update pedestrian crossing to a pedestrian hybrid beacon (high intensity activated crosswalk [HAWK]) with curbside push buttons for cyclists	ROW - 80' on Main Street and 60' on 4th Street	Pedestrian & Bike Safety	Coordinate with ITD	Short-term	\$200,000
B4	Main Street and 5th Street	1. Add bulb outs on Main Street approaches & rebuild pedestrian ramps 2. Update pedestrian crossing signals to automatically provide a WALK signal rather than requiring pedestrian to push the button when crossing side streets parallel to SH-75	ROW - 80' on Main Street and 60' on 5th Street	Pedestrian Safety	Coordinate with ITD	Short-term	\$120,000
B5	Main Street and 6th Street	1. Upgrade median to be wider and include detectable warnings on each side for ADA compliance. 2. Upgrade pedestrian ramps with the crossings on Main Street and 6th Street to provide accessible route to new Warm Springs Road sidewalks.	ROW - 80' on Main Street and 60' on 6th Street	Pedestrian Safety	Coordinate with ITD Potential negative impacts to snow plow operations	Short-term	\$60,000
C1	1st Avenue and 1st Street	Add bulb outs on 1st Avenue approaches & rebuild pedestrian ramps	ROW - 100' on 1st Avenue and 60' on 1st Street	Pedestrian Safety		Short-term	\$130,000

Final Capital Improvements Plan							
Project ID	Project Name	Description	ROW & Roadway Width	Justification	Notes	Timeframe	Estimated Cost
C2	1st Avenue and Sun Valley Road	Add bulb outs on 1st Avenue approaches (existing in NW corner) & rebuild pedestrian ramps	ROW - 100' on 1st Avenue and 60' on Sun Valley Road	Pedestrian Safety		Short-term	\$110,000
C3	1st Avenue and 4th Street	Add bulb outs on 1st Avenue approaches & rebuild pedestrian ramps	ROW - 100' on 1st Avenue and 60' on 4th Street	Pedestrian Safety		Short-term	\$140,000
C4	1st Avenue and 5th Street	Add bulb outs on 1st Avenue approaches & rebuild pedestrian ramps	ROW - 100' on 1st Avenue and 60' on 5th Street	Pedestrian Safety		Short-term	\$140,000
D1	East Avenue and 2nd Street	Add bulb outs on East Avenue approaches & rebuild pedestrian ramps	ROW - 100' on East Avenue and 60' on 2nd Street	Pedestrian Safety		Short-term	\$120,000
D2	East Avenue and Sun Valley Road	Add bulb outs on East Avenue approaches & rebuild pedestrian ramps	ROW - 100' on East Avenue and 60' on Sun Valley Road	Pedestrian Safety	Coordinate with ITD	Short-term	\$130,000
D3	East Avenue and 5th Street	Add bulb outs on East Avenue approaches & rebuild pedestrian ramps	ROW - 100' on East Avenue and 60' on 5th Street	Pedestrian Safety		Short-term	\$130,000
E1	Warm Springs Road and Saddle Road	Tighten vehicle turning radii with curbing to reduce pedestrian crossing distance and reduce speed of turning vehicles Update pedestrian ramps	ROW - 100' on Saddle Road and 80' on Warm Springs Road	Pedestrian Safety		Short-term	\$170,000
S1	Downtown Core Sidewalk infill	Connect existing sidewalks in downtown core	N/A	Pedestrian Safety	This is a lump sum that allows the City to be flexible in implementing improvements	Short-term	\$2,000,000
S2	Warm Springs Road Sidewalk	Extend sidewalk on west side of road from bus stop to bike path across from YMCA Includes stormwater upgrades with new curb and gutter	ROW - 80' on Warm Springs Road	Pedestrian Safety		Short-term	\$210,000
S3	4th Street Sidewalk	Connect existing sidewalk from Washington Avenue to 2nd Avenue Sidewalk infill	ROW - 60' on 4th Street	Pedestrian Safety		Short-term	\$370,000
S4	Main Street Signal Pedestrian Upgrades	Install pedestrian improvements including new signal hardware to allow pedestrian scramble at each signalized intersection	N/A	Pedestrian Safety	Coordinate with ITD	Short-term	\$500,000
TOTAL							\$4,780,000

Final Capital Improvements Plan							
Project ID	Project Name	Description	ROW & Roadway Width	Justification	Notes	Timeframe	Estimated Cost
Roaway/Intersection Projects							
F1	4th Street Closure	Close the segment from Main Street to East Avenue to motor vehicles	N/A	Pedestrian Enhancement		Future Development	\$100,000
F2	Warm Springs Road and 10th Street and Lewis Street Intersection Improvements Concept Study	Conduct an alternatives analysis of various intersection improvements at Warm Springs Road and 10th Street and Lewis Street, including a roundabout at 10th, dog bone roundabout or double roundabout at 10th and Lewis, or mini-roundabouts at each intersection	N/A	Traffic Congestion Mitigation		Future Development	\$75,000
F3	Warm Springs Road and 10th Street and Lewis Street Intersection Construction	Design and construct the preferred intersection improvements identified in the Concept Study	ROW - 80' on Warm Springs Road, 60' on 10th Street, and 80' on Lewis Street	Traffic Congestion Mitigation		Future Development	\$2,000,000
F4	Main Street Lane Reconfiguration Study	Conduct a lane reconfiguration study to investigate changing the 4-lane Main Street into a 3-lane section with one travel lane in each direction and a center median to allow dedicated left turn lanes at public street intersections	ROW - 80' on Main Street	Traffic Congestion Mitigation	Coordinate with ITD Bulb outs and other improvements included in projects B1 through B5 will work with the lane reconfiguration alternatives	Future Development	\$100,000
F5	Implement Paid Parking		N/A	Parking Management		Future Development	TBD
TOTAL							\$2,275,000
Road Rehabilitation and Reconstruction							
M3	Mill and Overlay East Avenue	Mill and Overlay East Avenue	N/A	Safety		2025	\$600,000
M4	Mill and Overlay Walnut Avenue	Mill and Overlay Walnut Avenue	N/A	Safety		2025	\$80,000
TOTAL							\$680,000
Maintenance							
M1	Sidewalk Curb and Gutter Repairs	City wide repairs annually	N/A	Pedestrian Safety		Annual Work	\$1,000,000
M2	4th Street Pavers	Replace pavers for smooth surface	N/A	Pedestrian Safety		2020-2025	\$2,000,000
PM1	Pavement Marking Maintenance	All City owned streets (parking, crosswalks, etc.) Crosswalks and "shark teeth" on Main Street (SH-75) and Sun Valley Road west of Main Street (SH-75 Spur)	N/A	Safety		Annual Work	\$50,000
CH1	Asphalt Maintenance	Chip seal City owned streets	N/A	Safety	Follow planned multi-year chip-seal cycle	2020-2023	\$250,000
TOTAL							\$3,300,000



B

Multi-year Chip Seal Schedule

Asphalt Maintenance Schedule							
<u>2020</u>		<u>2021</u>		<u>2022</u>		<u>2023</u>	
		N Bigwood	10.5	East Ave	25	Washington	20
Warm Springs RD Bridge to W end	53	Lewis	15	Leadville	8	First Ave	32
Northwood Sub	24.3	Northwood	10	River	2	Second Ave	25
Stirrup	6	S. Bigwood	9	First St	5.4	Third Ave	13
Spur	8	Stoneridge	7.6	Second St	6.4	River St	2
Valleywood	2	Telemark	3	Fourth St	11	First St	6.6
Latigo	3.5	Adams Gulch	6	Edelweiss	7.7	Second St	6.6
Clubhouse	15.3	River Rock	5	Fifth St	8.7		105.2
Sawtooth Lane	3	Spruce	7	Leadville	13		
	115.1	Sixth St	5.5	Onyx	3.3		
		Alpine Lane	3	Gem	2		
		Walnut-9th	22	Jade	1		
			103.6	Emerald	2		
				Topaz	3		
				Garnet	3		
					101.50		
<u>2024</u>		<u>2025</u>		<u>2026</u>		<u>2027</u>	
		Bird Dr	10			Warm Springs RD bridge to west end	53
Sun Valley RD	7	Fourth Ave	9	Warm Springs RD-6th to bridge	24	Lewis	15
Fourth St	10	Rocking Horse	4.2	Saddle	24	Northwood	10
Fifth St	7	Parkway	4.2	College	2	Howard	4
Sixth St	12	Pinewood	2	Exhibition	9.8	Ritchie	4
Seventh St	9.4	Sunnyside	2.2	River Run	9	Jane	5
Eighth St	9.6	Broadway	12	Irene	8	Gates	0.5
Ninth St & Leadville	7	Holiday	1.5	Bald Mountain	16	Picabo	9
10th All	8	Corrock	5.5	Cedar	2.3	Skiway	6
Buss Elle	3.8		50.6	Fir	2.4	Sage	12.4
Badger	1			Pine	2.4		118.9
Sabala	3.8			Shady Lane	1.8		
Bordeaux	3.8			Georgia	7		
Rember	2			Aspen	8		
Williams	6.8				116.7		
Wood River Dr	26						
	117.2						
<u>2028</u>							
Simpson	4.7						
Turf	2						
Huffman	6.4						
Hillside	11						
Belmont	5.7						
Short Swing	3.7						
Wanderers	3						
Flower	1						
Penny	5.3						
Dollar	5.3						
Ramona	2.2						
Canyon Run	17						
	103.8						

Pathway Asphalt Maintenance Schedule

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Warm Springs Rd Bike Path				Saddle Rd Bike Path
<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Warm Springs Rd Bike Path Blaine County Bike Path				
<u>2030</u>				
Blaine County Bike Path				



City of Ketchum
City Hall

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Option to Renew Agreement #20470
License for Access and Use of Property**

Recommendation and Summary

Staff requests City Council to approve the option to renew and extend the lease term for agreement #20470, License for Access and Use of Property, with Ollie Dog LLC (DBA Leroy's Ice Cream).

"I move to approve the option to renew license agreement #20470 for one additional year."

or

"I move to approve the extension of license agreement #20470 for five additional one-year terms."

The reasons for the recommendation are as follows:

- The City owns Leroy's Ice Cream stand and must enter into an agreement with the operator
- Agreement #20470 became effective on May 18, 2020 and expires December 31, 2020.
- Renewal terms in Agreement #20470 allow tenant the option to renew the term of the lease for an additional year.
- City may elect to extend the lease term for up to five additional one-year renewal terms under the lease option.

Current Report

Kristen Morton has been operating Leroy's for the past eight years, currently as Ollie Dog LLC. When Leroy's opened in May, they conducted business adhering to the Restaurant Dining Areas Reopening Plan submitted to South Central Health District and their Ketchum COVID-19 Operation Plan.

Ollie Dog has the necessary experience to operate an ice cream stand and has exhibited success in providing this service to the community and visitors over the past eight years.

Analysis

Leroy's reported their biggest year of sales this year, doubling their earnings in 2019. Contributions totaling \$12,000 were divided evenly between Blaine County Schools, Sage School, Community School and Pioneer Montessori School. Since Leroy's opened 11 years ago, \$103,000 has been donated.

Additional benefits to the community include summer job opportunities for Wood River Valley students.

Sustainability Impact

There is no sustainability impact.

Financial Requirement/Impact

There is no financial impact. The benefit to the community is recognized in exchange for use of the property.

Attachments: Agreement #20470

LICENSE FOR ACCESS AND USE OF PROPERTY

AGREEMENT #20470

This License Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Ollie Dog LLC DBA Leroy's Ice Cream ("Licensee").

RECITALS

Whereas, The City's Town Square Park includes a small structure suitable for use in selling certain items, including food for consumption; and

Whereas, the City conducted a request for proposal process pursuant to both its approved purchasing policy and also Idaho Code; and

Whereas, the Licensee desires to obtain a license for use of the property as an ice cream stand;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:


AGREEMENT

1. **License for Access and Use of Property.** A continuing license is hereby granted by the City for operation of an ice cream stand at the existing structure in Ketchum Town Square.
2. **Initial Term.** This License shall commence upon the signature of all parties (last date signed), and end December 31, 2020.
3. **Renewal Terms.** The City, in concurrence with the Licensee, retains the option to renew the term of the lease for an additional year ("lease option"). The City may elect to extend the lease term for up to five additional one-year renewal terms under the lease option. Each Renewal Term shall commence on January 1 and shall terminate on December 31.
4. **License Payments.** Licensee agrees to annually distribute all net profits from the ice cream stand to local educational institutions.
5. **Maintenance.** Licensee shall at all times and at its sole expense maintain the stand in a safe, neat, and clean fashion. Licensee further agrees to maintain all improvements located upon said Property in a good state of repair, ordinary wear and tear excepted.
6. **Insurance.** Licensee shall, at its own expense, maintain all statutorily required insurance and provide evidence of such to City upon request.
7. **Termination.** The City shall at all times have the ability to terminate this contract with 15 days written notice.
8. **Restoration of Property After Termination.** After the Initial Term of this License and any Renewal Terms expire, or upon termination pursuant to section 7 of this agreement, licensee shall within 14 days deliver the stand in "as is" condition.

9. **Interpretation/Severability.** If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of City and Licensee that the remainder of this License shall not be affected thereby.
10. **Choice of Law.** The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.
11. **Attorney's Fees and Costs.** In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
12. **Complete Agreement.** This License embodies the complete agreement between City and Licensee. This License cannot be modified, altered, amended, or terminated except by the written agreement of both City and Licensee.
13. **Authority.** City and Licensee represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.
14. **Effective Date:** This Agreement shall be effective as of the date it is signed and executed by City and Licensee.

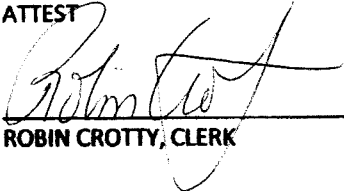
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the 18th day of May, 2020.

CITY OF KETCHUM

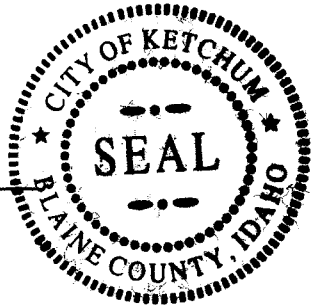


 NEIL BRADSHAW, MAYOR

ATTEST



 ROBIN CROTTY, CLERK



LICENSEE: OLLIE DOG LLC DBA LEROY'S ICE CREAM



 KRISTEN MORTON MORTON



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Presentation and Discussion on Clean Energy Goals

Recommendation and Summary

Members of the Climate Action Coalition of Wood River Valley approached city staff to request time to present to City Council regarding clean energy goals. Staff is requesting direction following the presentation as to whether the Council supports adoption of the resolution outlining new clean energy goals.

The reasons for the request are as follows:

- The city currently has adopted clean energy goals as outlined in the sustainability plan.
- The proposed new goals/targets are different than existing adopted goals.
- Should the Council approve these new goals, the city would participate in a valley working group to develop an implementation strategy.

Introduction and History

The 2019 and 2020 city sustainability action plan contains specific goals as it relates to clean energy. Attached is a cross-walk document that compares the current city goals to the ones proposed by the Climate Action Coalition. Two options or approaches were discussed between staff and the coalition. Option one, the City of Ketchum could support these goals but not adopt a resolution committing to these until the action plan was developed so that we could present an executable strategy to the public. Option two, the city could adopt a resolution of support now and then join the working group to figure out the implementation plan.

Analysis/Next Steps

Staff seeks guidance if the council supports these new goals and the preferred next step from the two options outlined above. Staff did solicit feedback from the Ketchum Sustainability Advisory Committee (see attachment).

Sustainability Impact

This topic is a key policy component of the city's sustainability plan.

Financial Impact

Until the implementation plan is developed, the specific fiscal impact to both city operations as well as rate payers is unclear.

Attachments:

1. Cross-walk document between current and proposed energy goals
2. DRAFT presentation from Climate Action Coalition

Gap Analysis between Ketchum Energy Targets and the Clean Energy by 2045 Proposal

= means equivalent < means Ketchum is less stringent/ambitious > means Ketchum is more stringent/ambitious

The strategies to achieve clean energy are energy efficiency, renewable energy, and/or purchasing green power or carbon offsets.

City of Ketchum	=/</>	Clean Energy by 2045	Detail
Upgrade existing municipal buildings towards a 50% reduction in energy use by 2030	<	One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025	These are different objectives but reducing energy use by 50% is not as ambitious as achieving 100% or 75% clean energy. Energy efficiency is a strategy towards achieving clean energy, so it helps make progress towards such a goal. <i>The delta would be considering if Ketchum wants to be more ambitious and require the remaining electricity used by municipal buildings to be clean. An additional delta would be considering if Ketchum wants to add an interim target of 75% clean electricity by 2025. Another delta would be considering if Ketchum wants to expand from a “buildings” target to all “municipal electricity use.”</i>
Ensure new buildings are carbon neutral by 2030	=	One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025	100% clean energy and carbon neutral can be considered equivalent in that the objective of each is no carbon emissions. The definition of carbon neutral is net zero carbon dioxide emissions by balancing carbon dioxide emissions with removal or simply eliminating carbon dioxide emissions altogether. Clean energy is typically defined as energy derived from renewable, zero-emissions sources. <i>The delta would be considering if Ketchum wants to add an interim target of 75% clean electricity by 2025.</i>
Ensure critical loads are met with resilient sources of energy by 2030	=	One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025	Although “resilient” and “clean” energy are not necessarily the same definition, the intent is similar. Resilient is about ensuring a reliable, regular supply of energy and contingency measures in place in the event of a power failure. If “resilient” is interpreted to be renewable or clean, then these are equivalent. <i>The delta would be considering if Ketchum wants to choose different, more specific terminology and add an interim target of 75% clean electricity for critical loads and all municipal energy use by 2025.</i>
Eliminate emissions from municipal vehicles by 2030	>	Transition city and county fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035	Ketchum has a more ambitious goal, but KSAC has been discussing an amendment to this goal especially for heavy equipment that would extend the target date. <i>The delta would give Ketchum 5 more years to achieve this goal.</i>

City of Ketchum	=/</>	Clean Energy by 2045	Detail
De-carbonize all city facilities by 2030	=	One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025	These are equivalent but use different terminology to achieve the same objective of zero carbon emissions. <i>The delta would be considering if Ketchum wants to add an interim target of 75% clean electricity by 2025.</i>
N/A	<	One Hundred Percent (100%) Clean Energy for the community-wide electricity supply by 2035	Ketchum has not yet set a community-wide goal for clean electricity. It is important to note that Idaho Power’s goal is clean electricity by 2045 so there is a 10-year gap that would need to be resolved. Idaho Power expects to be approximately 90% clean by 2035 but there will still be a gap that citizens would need to fill or that government would need to offset. <i>The delta would be considering if Ketchum wants to adopt a clean electricity goal for the community and whether Ketchum is willing to offset the gap.</i>
N/A	<	One Hundred Percent (100%) clean energy for all energy use by 2045	Ketchum has not yet set a community-wide goal for clean energy. Idaho Power’s goal is clean electricity by 2045 so electricity would meet this goal but “all energy use” also includes natural gas and propane, which would require significant change for many residents. According to the U.S. EIA (Energy Information Administration), about half of Idaho households used natural gas as their primary energy source for home heating as of 2018. <i>The delta would be considering if Ketchum wants to adopt a clean energy goal for the community and whether Ketchum is willing to offset the gap.</i>

For reference, below are the actual list of goals for each.

City of Ketchum:

1. Align with the 2030 Challenge and upgrade existing municipal buildings towards a 50% reduction in energy use by 2030 compared to a 2007 baseline and ensure new buildings are carbon neutral by 2030
2. Ensure critical loads are met with resilient sources of energy by 2030
3. Eliminate emissions from fleet municipal vehicles by 2030 and heavy equipment by (later date)
4. De-carbonize all city facilities by 2030

Strive for 2045:

1. One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025; and
2. One Hundred Percent (100%) Clean Energy for the community-wide electricity supply by 2035; and
3. Transition city and county fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
4. One Hundred Percent (100%) clean energy for all energy use by 2045.

A photograph of a wind farm in a grassy field under a bright blue sky with scattered white clouds. Several white wind turbines are visible in the distance. The text is overlaid in white, with a vertical line separating the two columns.

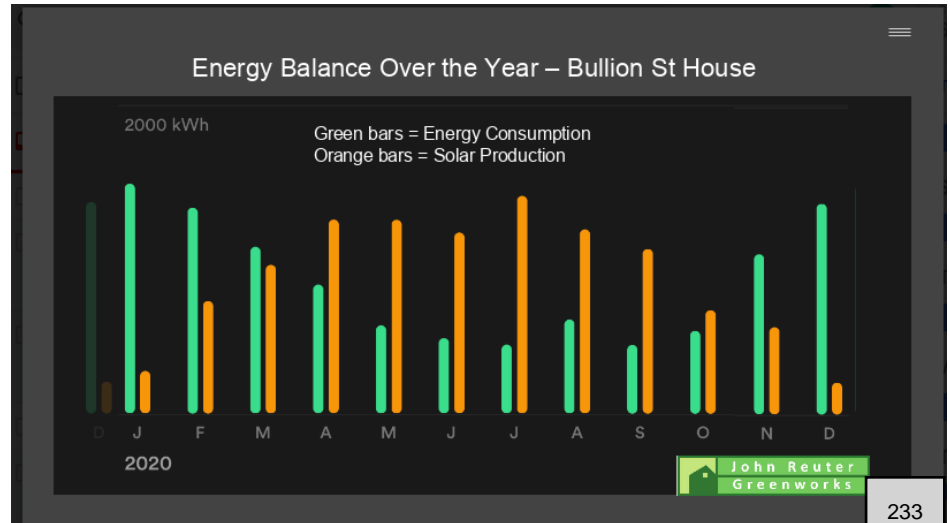
Clean
Electricity
2035

Clean
Energy
2045

Protecting our Future



Solar works....



Resolution Action Items

NOW, THEREFORE, THE CITIES OF BLAINE COUNTY (BELLEVUE, CAREY, HAILEY, KETCHUM, AND SUN VALLEY) AND BLAINE COUNTY ESTABLISH THE FOLLOWING RENEWABLE ENERGY GOALS FOR BOTH MUNICIPAL FACILITIES AND FOR THE COMMUNITY AT LARGE:

- I. One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025; and
- II. One Hundred Percent (100%) Clean Energy for the community-wide electricity supply by 2035; and
- III. Transition city and county fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
- III. One Hundred Percent (100%) clean energy for all energy use by 2045.

Resolution Action Items continued

FURTHERMORE, a regional stakeholder group will be formed including representatives from each city government, the county, citizens, businesses, and local experts from our non-profit community to create a roadmap to achieve our clean energy goals. This group shall be formed by January 2021.

The clean energy transition and stakeholder group shall be overseen by a newly created sustainability position within Blaine County in collaboration with and/or supported by participating cities. This position shall be created by January 2022.

An action plan to achieve 100% clean energy shall be submitted to the public by August 2021, and the plan shall be approved by city governments and the County by January 2022.

Collaborative Process



SIERRA CLUB
IDAHO CHAPTER



IDAHO
CONSERVATION
LEAGUE



**IDAHO
POWER.**

An IDACORP Company



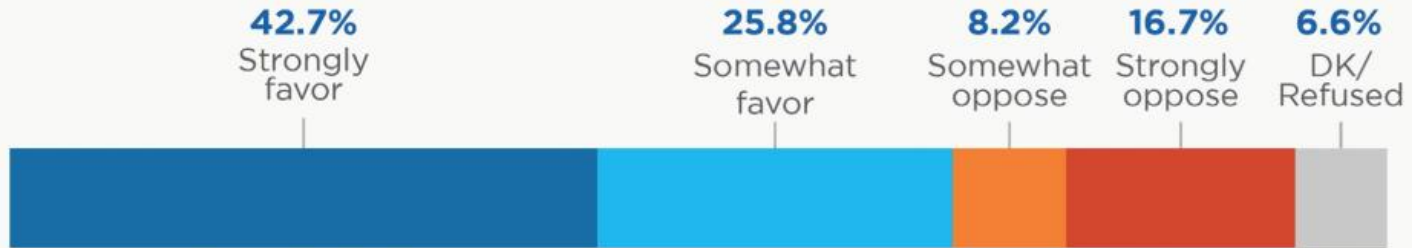
Conservation Voters
FOR IDAHO



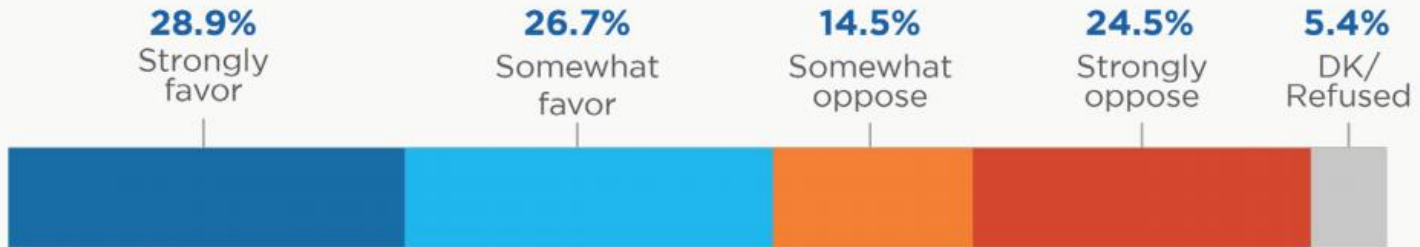


Elaine French, Julie Weston, Claire Casey, Daralene Finnell, Robert Lonning, Wendy Chase, Pamela Plowman, Janet Abromeit, Miles Teitge, Gail Severn, Brent Robinson, Dana DuGan, Sarah Polk, Trevor Hitchin, Julia Richardson, Elise Lufkin, Margit Donhowe, Lou Lunte, Frank Batcha, Marylyn Pauley, Jo Lowe, Carolyn Coiner, Anne Jeffery, Ted Stout, Bill Boeger, Mitch Long, Kay Van Hees, Bruce Smith, Jack Kueneman, Rebecca Patton, Lisa Stelck, Crystal Thurston, James Rosenfeld, Peggy Dean, Lynn Gray, Evelyn Phillips, Eliza Walton, Scott Friedman, Katrina Vander Heuvel, Courtney Smart, Michelle Kukurin, Karin Lindholm, Deborah Greenberg, Emily Williams, Michael David, Scott Runkel, Frances Cheston, Martha S Bibb, Elizabeth Gashin, Chris Papp, Carlin Olson, Elizabeth Jeffrey, Carolyn Lister, Paul Gregory, Kely Jensen, Judy Havey, Deborah Commons, Martha Morvant, Steven J. Benson, Amy Jonas, Gayle Kerr, Molly Page, Toni Whittington, Marcia Kent, Brooke Pace McKenna, Gloria Carlton, Sally Metcalf, Paula Viesturs, Sue Petersen, Jennifer Stahl, Gaston Zuain, Tyler Hill, Paige McNeil, Cathy Friedman, Joshua Johnson, Richard English, Peter Schmid, Anita Whelan, Katie Beacham, Paul Cavallo, Joyce Friedman, Simone Kastner, Ursula Hulbert, Wahneta Trotter, Ted Stout, Candace Ireland, Holly Mora, Jan Sommer, Julie Evans, Warren Benjamin, John Kaiser, Fred Burmester, Victoria Roper, Susan Marie Mohler, Ryan Rosmarin, Annie Weber, James Paisley, Richard Schupack, Mary Burns, Susan Hansen, Andy Bell, Elizabeth Bell, James McClatchy, Alexandra Delis-Abrams, Allison Gingrich, Annelies Ware, Ralph Pavone, Jodi Herlich, Scott Featherstone, Marc Longley, Marta Gutiérrez, Jamilynn Kaiser, Ford Van Fossan, Marycarol Nelson, John David Davidson, Danny Gariepy, Anita McCann, Sandra Willingham, Laura Speck, Jeanne Liston, Maura Pfeiffer, Katherine Noble, Alison Burpee, Traci Ireland, Catherine Chanel, Lisa Holley, Scott Pinizzotto, Char Thompson, Peter Atkinson, Sheila Plowman, Paul Willis, Eleanor Jeffrey, Martha Claudia Ramírez Fuentes, Tawni Baker, Elizabeth Lowry, Patricia Rawlinson, Gretchen Basen, Lauri Bunting, Sanddra Koenig, Christian Petersen, Anne Deangelo, Gwen Thompson, Thecla Campbell, Kathryn Graves, Steve Trefaller, Laura Drake, Alysha Oclassen, Marcee Graff, Mary Malkmus, Jody Moss, Thomas Rule, Annika Witt, Greg Bearce, Amy Mattias, Hollie Bearce, Tisa McCombs, Mogan Lyon, Nancy MacKinnon, Kendall Verge, Reed Boeger, Sharon Grant, Linda Bowling, Lindsay Boeger, Anita McCann, Jennifer Barrett-Neet, Stacy Whitman, Molly Goodyear, Denise Simone, Cece Osborn, Terry O'Connor, Jon Mancuso, Jane Rizzo, Gavin McClurg, Mattie Mulick, Jeren Fryberger, Theresa Williams, Sloan Storey, Barb Kruse, Jonathan Swerdloff, Melissa Masucci, Holly Gawlinski

Would you support or oppose having the state transition to 100% clean energy by the year 2050?



Would you support or oppose having the state transition to 100% clean energy by the year 2050 if it meant an increase in your power bill?



What do commitments look like in Idaho?

Municipal / County Commitments	Target Year	Clean Electricity	Clean Energy	EV Transition	Commitment Made in...
Boise	2035	2035			2019
Pocatello	2045	2045			2019
Ada County	2045	2045			2019
Meridian	2045	2045			2020
University of Idaho	2030	2030			2010
Mayoral Commitments	Commitment made by...				
Ketchum	Nina Jones				2017
Dover	Annie Shaha				2017

Burlington was the first US city to achieve 100% renewable energy...



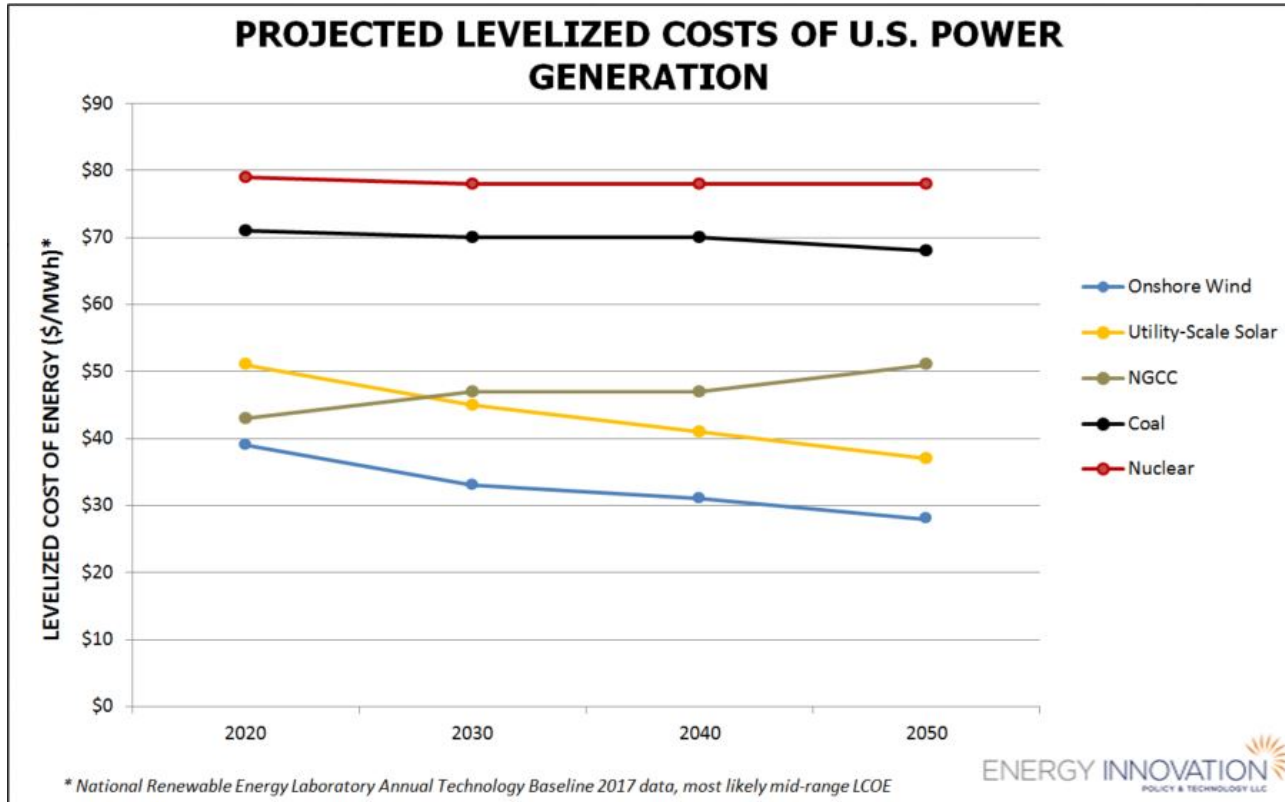
“There’s nothing magical about Burlington. We don’t have a gift from nature of ample sun or mighty winds or powerful rivers, so if we can do it, so can others.”

Burlington was the first US city to achieve 100% renewable energy...

- Use what is already available
- Invite private investment and initiative
- Engage in regulatory process



What is the benefit for Boise? Could this be Blaine County?



What is the benefit for Boise? Could this be Blaine County?

Electricity Roadmap Scenarios (through 2040)

(In millions of dollars)

Scenario Title	Contribution to Goal	Cumulative Capital and Operational Cost	Cumulative Operational Savings	Net Present Value	Cumulative Risk or Benefit	Total Value with Risks and Benefits
Business as Usual	44%	\$140M	\$90M	(\$40M)	\$30M	(\$10M)
Boise's Best	100% by 2040	\$520M	\$900M	\$210M	\$400M	\$610M
Accelerated	100% by 2035	\$590M	\$950M	\$200M	\$440M	\$640M

“Under a business as usual scenario, energy costs are expected to increase to \$580M in 2040. On the other hand, the combined financial performance of the strategies in this plan is estimated to have a positive **net present value to the community of \$210M...**”

“...not pursuing these opportunities will be a risk to the community through increased health care costs, negative impacts to the agricultural industry, and greater prevalence of natural disasters.”

- *Boise's Energy Future, page 5, and page 15, 2019*



BOISE'S ENERGY FUTURE

A community-wide energy plan.

- Climate Action Division
 - Steve Burgos: Public Works Director
 - Steve Hubble: Climate Action Manager
- Next Steps:
 - Stakeholder Group
 - Technical/Feasibility Meeting
 - Statewide Group

Intergovernmental Support

- Shared goals and strategies
- Collective negotiations with Idaho Power
- Cooperative projects
 - Efficiency programs, solar installations, public information campaigns, etc.



Finally...

The best time to plant a tree was twenty years ago, the second best time is today. -African proverb

Your future is created by what you do today, not tomorrow. -
Robert Kiyosaki

Questions and Discussion



City of Ketchum

December 7th, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, consider public input, and approve the Onyx at Leadville Residence Lot Line Shift

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Lot Line Shift Plat submitted by Sean Flynn PE of Galena Engineering on behalf of property owner J Peterman Development LLC to readjust the configuration and numbering of parking spaces within the parking garage.

No written public comment in support of or opposition of the application has been received to date.

Recommended Motion: "I move to approve the Onyx at Leadville Residence Lot Line Shift subject to conditions 1-7 included in the Findings of Fact, Conclusions of Law, and Decision and to authorize the Mayor to sign the Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- This application reconfigures and relabels the parking spaces within the parking garage in order to provide better vehicular circulation within the garage. The number of parking spaces allocated to each condominium unit remains the same. The action also consolidates the separately platted Phases 1, 2 and 3 into a singular plat.
- All city departments have reviewed the proposal and have no concerns with approval of the application as conditioned.
- The applicant's engineer has submitted a letter for the project file verifying that the project has been restriped according to plans submitted.
- The request to subdivide meets all applicable standards for Condominium Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Financial Impact

None

Attachments

1. Lot Line Shift Plat, The Onyx at Leadville Residence, dated September 2020
2. Draft Findings of Fact, Conclusions of Law, and Decision The Onyx at Leadville Residence

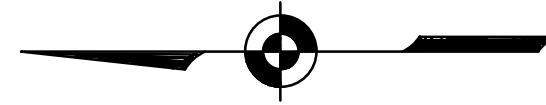
Attachment 1.

Lot Line Shift Plat, The Onyx at Leadville Residence, dated September 2020

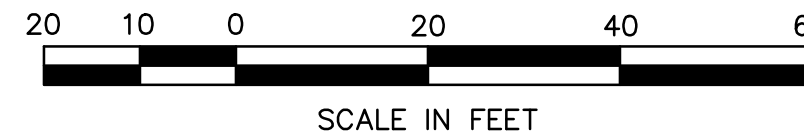
A CONDOMINIUM PLAT SHOWING THE ONYX AT LEADVILLE RESIDENCE

WHEREIN ALL THE UNITS OF THE ONYX AT LEADVILLE RESIDENCE: PHASES 1, THE ONYX AT LEADVILLE RESIDENCE: PHASE 2, AND THE ONYX AT LEADVILLE RESIDENCE: PHASES 3 ARE CONSOLIDATED INTO ONE PLAT AND THE LIMITED COMMON PARKING SPACES IN THE GARAGE ARE RECONFIGURED
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2020

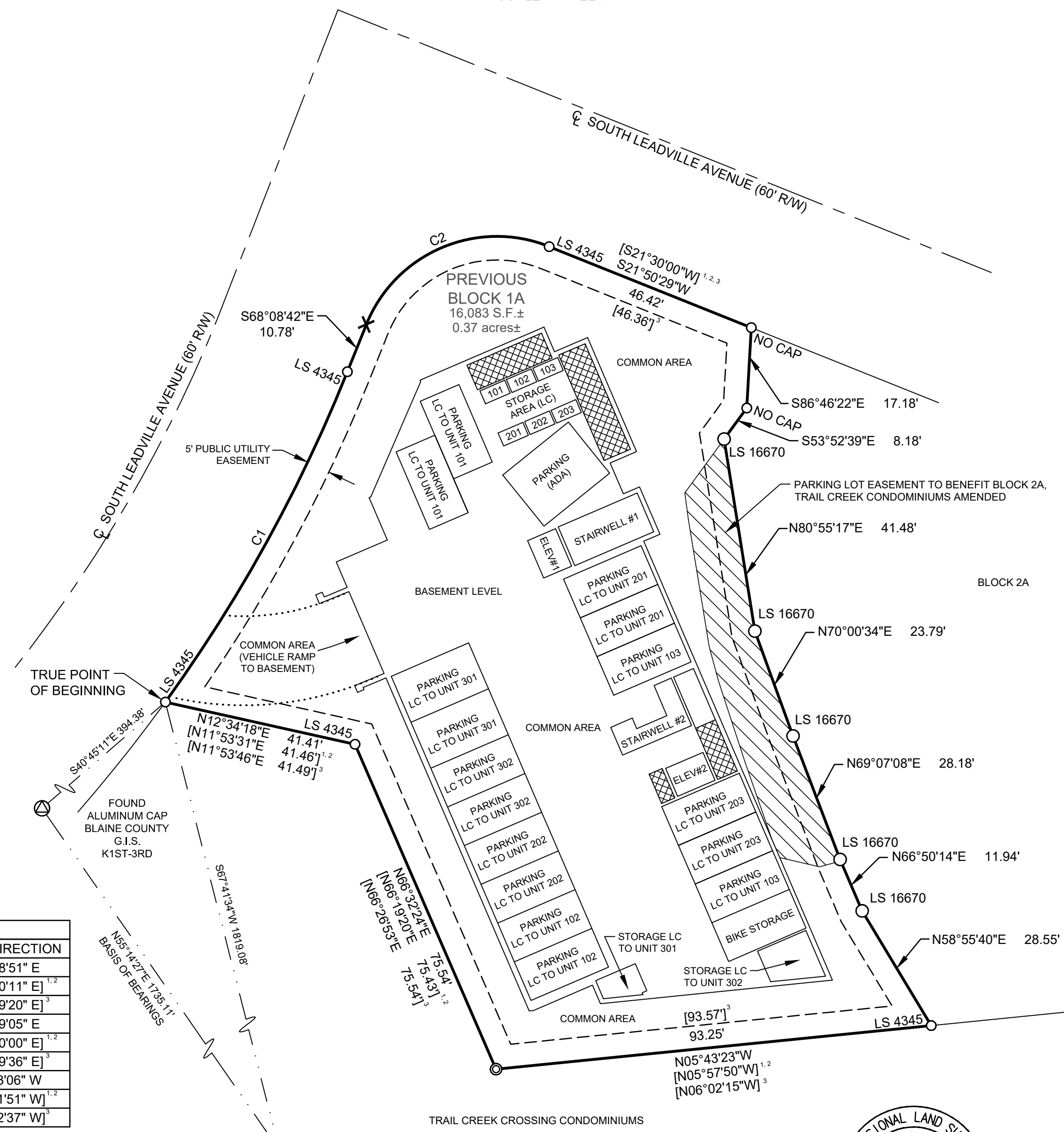


SCALE: 1" = 20'



LEGEND

- Property Line
- Adjoiner's Lot Line
- Right-of-Way Centerline
- Unit Tie to True Point of Beginning
- 5' Public Utility Easement
- GIS Tie Line
- Basement Parking Access
- Parking Lot Easement to Benefit Block 2A Trail Creek Condominiums Amended
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set Magnetic Nail & Washer at previous Calculated Point
- Found Chiseled X in Concrete, Set Magnetic Nail & Washer
- [] Record Bearing & Distance with Document referenced by Number (See Notes)
- Mechanical Rooms / Area
- LC = Limited Common
- FE = Finished Floor Elevation
- CE = Ceiling Elevation



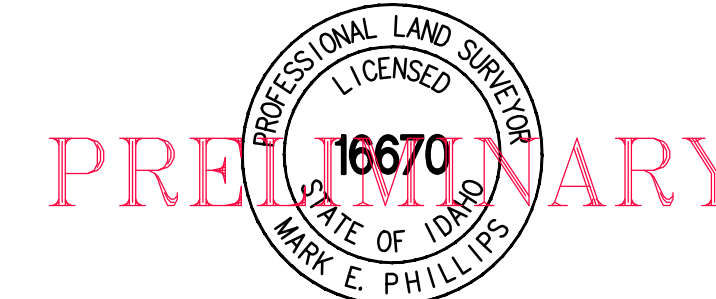
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	80.61'	330.00'	40.51'	13°59'45"	80.41'	S 61°08'51" E
[C1] ^{1,2}	[80.60'] ^{1,2}	[330.00'] ^{1,2}	[40.50'] ^{1,2}	[13°59'30"] ^{1,2}	[80.40'] ^{1,2}	[S 61°30'11" E] ^{1,2}
[C1] ³	[80.61'] ³	[330.00'] ³	[40.50'] ³	[13°59'42"] ³	[80.41'] ³	[S 61°29'20" E] ³
C2	47.12'	30.00'	29.99'	89°59'27"	42.42'	S 23°09'05" E
[C2] ^{1,2}	[47.12'] ^{1,2}	[30.00'] ^{1,2}	[30.00'] ^{1,2}	[90°00'00"] ^{1,2}	[42.43'] ^{1,2}	[S 23°30'00" E] ^{1,2}
[C2] ³	[47.12'] ³	[30.00'] ³	[29.99'] ³	[89°59'11"] ³	[42.42'] ³	[S 23°29'36" E] ³
C3	144.55'	283.20'	73.89'	29°14'44"	142.99'	S 07°13'06" W
[C3] ^{1,2}	[144.67'] ^{1,2}	[283.20'] ^{1,2}	[73.95'] ^{1,2}	[29°16'10"] ^{1,2}	[143.11'] ^{1,2}	[S 06°51'51" W] ^{1,2}
[C3] ³	[144.56'] ³	[283.20'] ³	[73.89'] ³	[29°14'47"] ³	[142.99'] ³	[S 06°52'37" W] ³

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

Date _____ South Central Public Health District

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS SURVEY IS TO CONSOLIDATE THE UNITS OF THE ONYX AT LEADVILLE RESIDENCE: PHASES 1, THE ONYX AT LEADVILLE RESIDENCE: PHASE 2, AND THE ONYX AT LEADVILLE RESIDENCE: PHASES 3 INTO ONE PLAT AND TO RECONFIGURE THE LIMITED COMMON PARKING SPACES IN THE GARAGE. THE BOUNDARY SHOWN IS BASED ON THE RECORDED PLAT OF THE ONYX AT LEADVILLE RESIDENCE: PHASE 3 (INSTRUMENT NO. 673104). ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE THE PLAT OF TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464, AND TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472, AND LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260, ALL RECORDS OF BLAINE COUNTY, IDAHO. VERTICAL DATUM IS NAVD 1988.
2. REFER TO ORIGINAL PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NO. 521472, FOR ADDITIONAL NOTES, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER ENCUMBRANCES.
3. THERE EXISTS A 5' PUBLIC UTILITY EASEMENT ON THE EXTERIOR PROPERTY LINE OF THIS LOT.
4. PREVIOUSLY RECORDED DOCUMENTS WITH RECORD BEARINGS & DISTANCES SHOWN INCLUDE:
 - 1. LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260
 - 2. TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464
 - 3. TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472
5. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
6. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
7. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
8. PROPERTY SHOWN HEREON IS SUBJECT TO TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED BY APPLICABLE CONDOMINIUM LAW OR THE CONDOMINIUM DECLARATION RECORDED UNDER INSTRUMENT NUMBER 665822, RECORDS OF BLAINE COUNTY, IDAHO. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
9. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
10. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
11. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
12. THIS PROPERTY FALLS WITHIN THE T, TOURIST ZONE.
13. REFERENCE IS MADE TO THE FOLLOWING DOCUMENTS (ALL RECORDS OF BLAINE COUNTY, IDAHO):
 - THE ONYX AT LEADVILLE RESIDENCE: PHASE 1, RECORDED UNDER INSTRUMENT NO. 665823
 - THE ONYX AT LEADVILLE RESIDENCE: PHASE 2, RECORDED UNDER INSTRUMENT NO. 669637
 - THE ONYX AT LEADVILLE RESIDENCE: PHASE 3, RECORDED UNDER INSTRUMENT NO. 673104

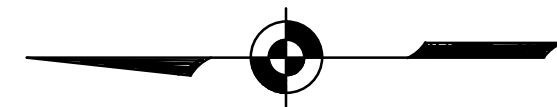
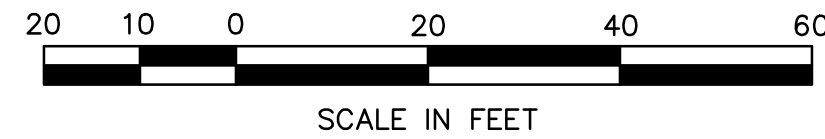


MARK E. PHILLIPS, PLS 16670

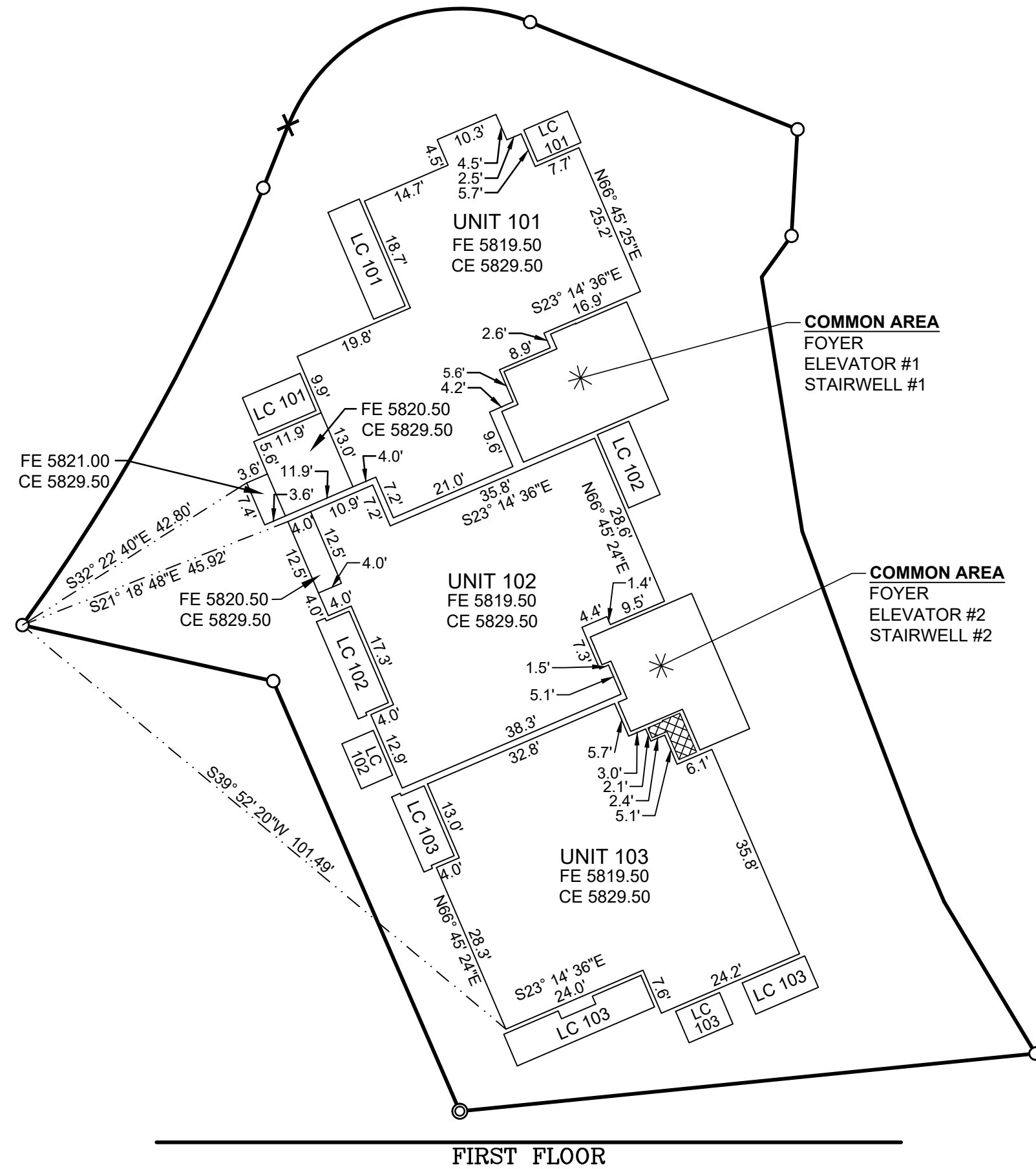
THE ONYX AT LEADVILLE RESIDENCE
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 3
Job No. 7410.06

A CONDOMINIUM PLAT SHOWING
THE ONYX AT LEADVILLE RESIDENCE: PHASE 3
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

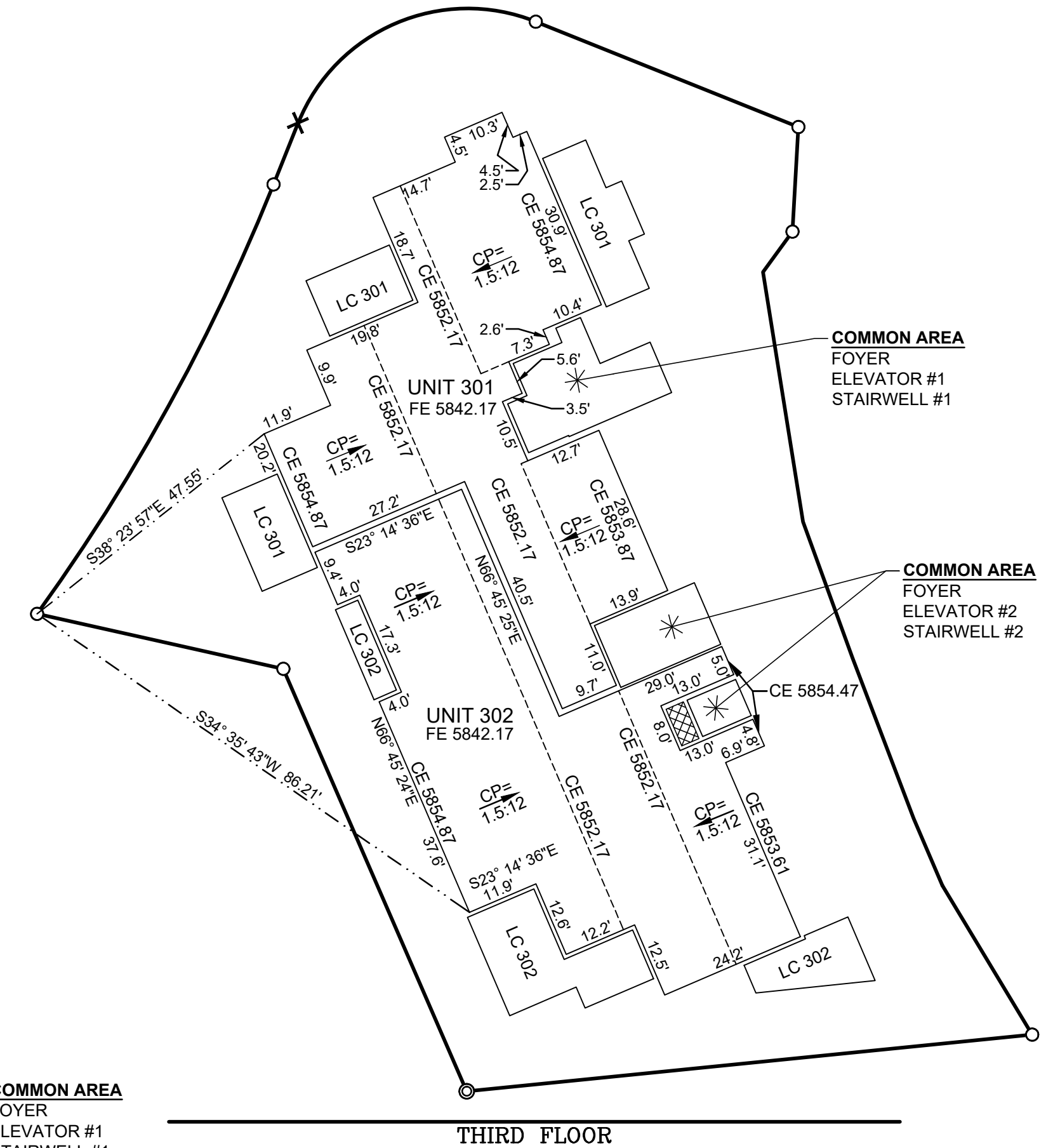
SEPTEMBER 2020



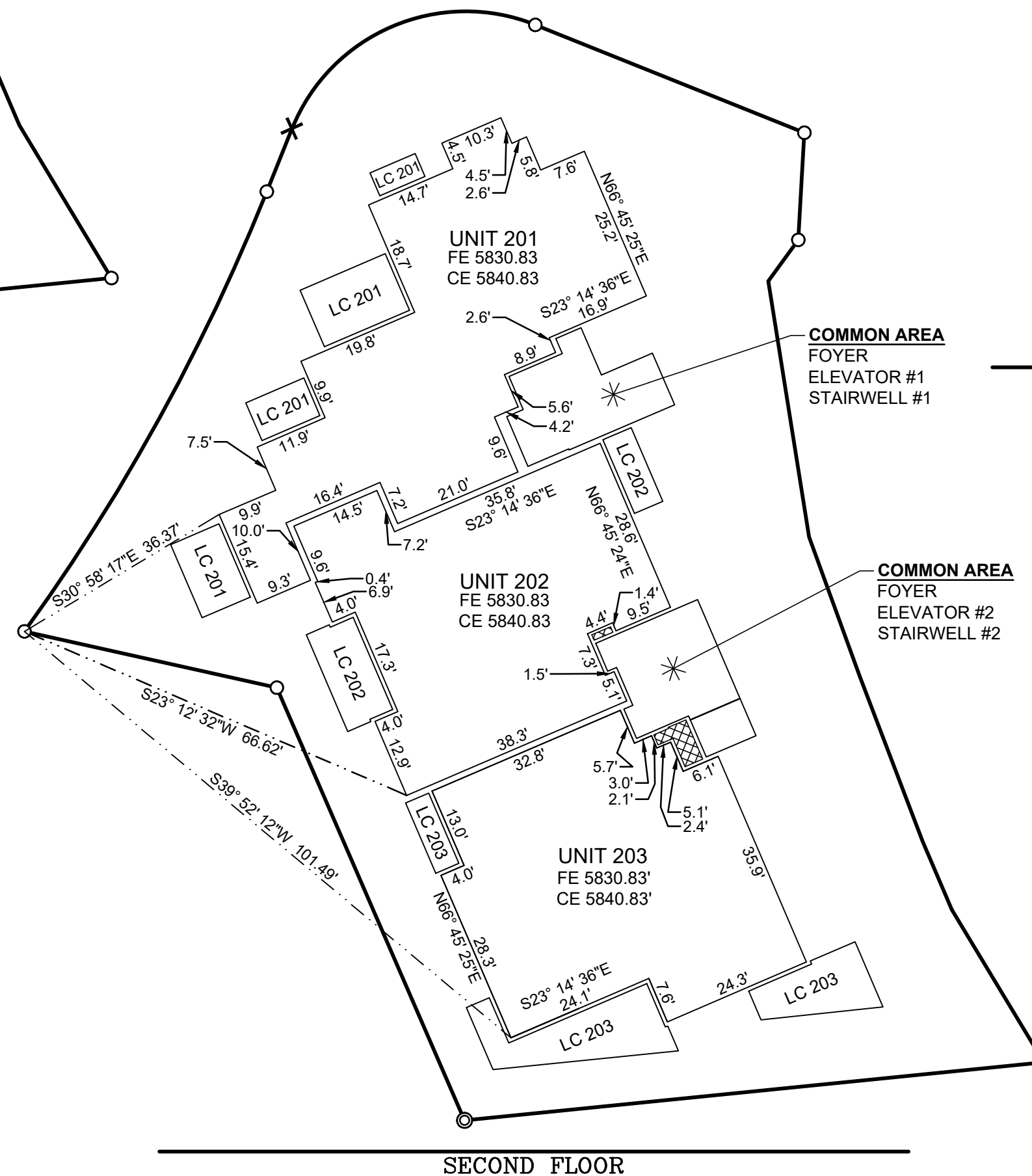
SCALE: 1" = 20'



FIRST FLOOR



THIRD FLOOR

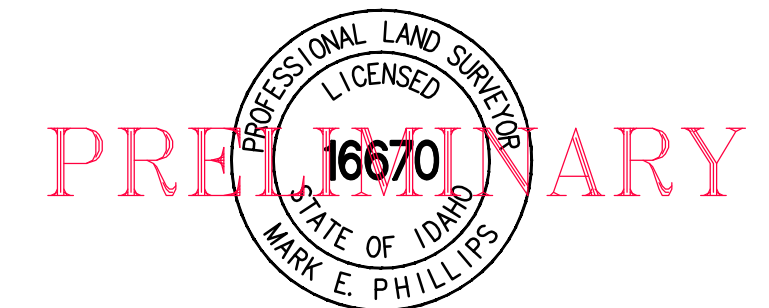


SECOND FLOOR

SEE PAGE 1 FOR SURVEY NARRATIVE & NOTES

LEGEND

- Property Line
- - - Unit Tie to True Point of Beginning
- - - Ceiling Pitch Break
- ⊙ Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Found 1/2" Rebar
- ⊙ Set Magnetic Nail & Washer at previous Calculated Point
- ⊗ Found Chiseled X in Concrete, Set Magnetic Nail & Washer
- ▨ Mechanical Rooms / Area
- LC = Limited Common
- FE = Finished Floor Elevation
- CE = Ceiling Elevation
- CP = Ceiling Pitch



MARK E. PHILLIPS, PLS 16670

THE ONYX AT LEADVILLE RESIDENCE

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 3

Job No. 7410.06

Attachment 2.

Draft Findings of Fact, Conclusions of Law, and Decision The Onyx at Leadville Residence



City of Ketchum
Planning & Building

IN RE:)	
)	
The Onyx at Leadville Residence	)	KETCHUM CITY COUNCIL
Lot Line Shift	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 7, 2020	)	DECISION
)	
File Number: P20-052)	

Findings Regarding Application Filed

PROJECT: The Onyx at Leadville Residence: Phase 3

APPLICATION TYPE: Lot Line Shift

FILE NUMBER: P20-052

ASSOCIATED PERMITS: P18-005, P18-010, B18-016, P19-093, P19-127, P20-009, P20-052

OWNERS: J Peterman Development LLC

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Lot Line Shift to reconfigure and reassign parking spaces within the common area garage

LOCATION: 341 S Leadville Avenue (Onyx at Leadville Residence Common Area)

NOTICE: Notice of the public hearing was mailed to properties within 300' feet and political subdivisions and was published in the Idaho Mountain Express on October 28th, 2020. Notice was posted on premises and on the City of Ketchum website November 9th, 2020. Continuation of the hearing from November 16th, 2020 to December 7th, 2020 was announced during the November 16th, 2020 hearing.

ZONING: Tourist (T)

OVERLAY: None

Findings Regarding Associated Development Applications

1. On December 7th, 2020, the Ketchum City Council considered the readjustment of lot lines application to reconfigure and reassign parking spaces within the parking garage on the common area parcel.
2. The subject property is located in the Tourist (T) zoning district.

Table 1: Findings Regarding Final Plat Requirements

Final Plat Requirements			
Compliant			Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K</p> <p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>Staff Comments</i> The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.1</p> <p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.2</p> <p>Location and description of monuments.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.3</p> <p>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.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.4</p> <p>Names and locations of all adjoining subdivisions.</p> <p><i>Staff Comments</i> The adjacent Trail Creek Crossing Condominiums has been noted on the plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.5</p> <p>Name and right of way width of each street and other public rights of way.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.6</p> <p>Location, dimension and purpose of all easements, public or private.</p> <p><i>Staff Comments</i> All existing easements are indicated. This Lot Line Shift action does not include the creation of any new easements.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.030.K.7</p> <p>The blocks numbered consecutively throughout each block.</p> <p><i>Staff Comments</i> N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.030.K.8</p> <p>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.</p> <p><i>Staff Comments</i> N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.9</p> <p>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.</p> <p><i>Staff Comments</i> This standard has been met. Phases 1, 2 and 3 have been consolidated into a singularly named "The Onyx at Leadville Residence" by this action.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.10</p> <p>Scale, north arrow and date.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.030.K.11</p> <p>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</p>

				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
				<i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
				<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
				<i>N/A. This is a lot line shift to reconfigure and reassign parking spaces within the parking garage, no additional restrictions were imposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. 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.
				<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) 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.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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.

				<p>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 filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. 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 council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider 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 owned by the owner and/or subdivider.</p>
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) 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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
				<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, 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. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.

			<p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) 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 seventy five foot (75') radius from the intersection of the streets.
			<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and 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 chapter 12.04 of this code, 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 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 (0.3%) and not more than seven percent (7%) 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 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 (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;

				<p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which 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 council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. 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;</p> <p>17. 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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which 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 in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. 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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<i>This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 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. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
				<i>This proposal does not create a new alley - this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p>

				<p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') 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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') 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.</p> <p>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.</p> <p>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.</p>
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health 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 which it deems necessary to protect public health, safety and welfare.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 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 Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, 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. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible

				features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. 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: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') 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, commission or Council to adequately review the affect of the proposed improvements. 3. 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. 4. Areas within a subdivision which 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. 5. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. 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 twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. 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. 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. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses</p>

				intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	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.
				<i>N/A this is a lot line shift to reconfigure and reassign parking spaces within the parking garage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or 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.
				<i>No off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
				<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which 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.
				<i>N/A</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Lot Line Shift Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift application is governed by Title 16 of Ketchum Municipal Code Chapter 16.04.
5. The proposed Lot Line Shift Plat meets the standards for Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Lot Line Shift plat application this Monday, December 7th, 2020 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
2. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
6. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
7. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met.

Findings of Fact **adopted** this 7th day of December, 2020

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk



City of Ketchum

December 7th, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, consider public input, and approve the Emery Lot Line Shift

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Lot Line Shift Plat submitted by Sean Flynn PE on behalf of the Patricia Hanwright Trust, property owner, and Lance Emery, under contract to purchase the property, to combine two existing tax lots into a single platted lot. The action will create the Emery Subdivision, a one (1) lot subdivision.

One written public comment has been received to date; the comment received is in support of this action.

Recommended Motion: "I move to approve the Emery Lot Line Shift subject to conditions 1-7 included in the Findings of Fact, Conclusions of Law, and Decision and to authorize the Mayor to sign the Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- This action combines two (2) tax lots into a single lot of record. The subject property is currently undeveloped. Prior to 2020 the subject property was landlocked, without access to an adjacent public or private street. However, on November 16th, 2020 the City approved two agreements pertaining to the subject property – Agreement 20557, which approves and establishes maintenance responsibilities for existing driveway improvements in the right of way that were installed when the adjacent Stone's Throw Townhomes were constructed and Agreement 20558, which allows installation of utilities for lot 6496 to be installed in the right of way. Both agreements have been signed by all parties and are pending recordation with Blaine County at the time of writing of this staff report (12/1/20).
- All city departments have reviewed the proposal and have no concerns with approval of the application as conditioned.
- The request to combine the two tax lots into a single lot of record meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Financial Impact

None

Attachments

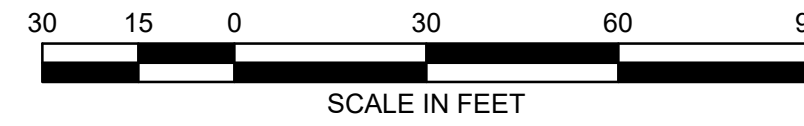
1. Lot Line Shift Plat, Emery Subdivision, dated December 2020
2. Public comment
3. Draft Findings of Fact, Conclusions of Law, and Decision, Emery Subdivision

Attachment 1

Lot Line Shift Plat, Emery Subdivision, dated December 2020

A PRELIMINARY PLAT SHOWING EMERY SUBDIVISION

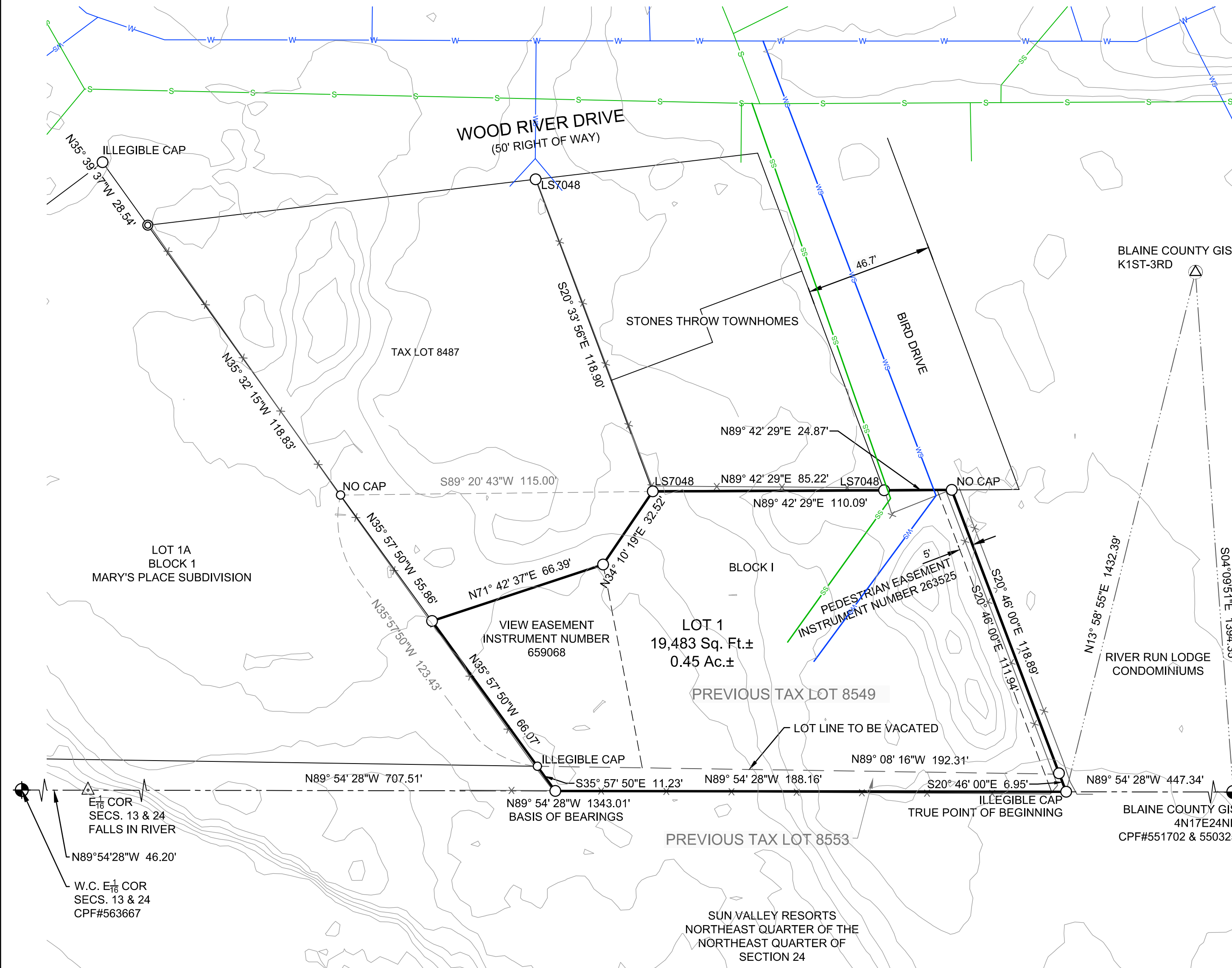
WHEREIN THE LOT LINE BETWEEN TAX LOTS 8549 AND 8553 IS VACATED AS SHOWN HEREON
LOCATED WITHIN SECTION 13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
DECEMBER 2020



SCALE: 1" = 30'

LEGEND

- Property Line
- Adjoiner's Lot Line
- - - Section Line
- - - - Easement Line as Shown
- × Existing Fence Line
- - - Survey Tie Line
- · - · - GIS Tie Line
- - - Lot Line To Be Vacated
- Existing Sewer Main
- Existing Sewer Service
- Proposed Sewer Service
- Existing Water Main
- Existing Water Service
- Proposed Water Service
- 2017 LIDAR 1' Contour
- Found 1/2" Rebar
- Found 5/8" Rebar
- △ Found Aluminum Cap on 5/8" Rebar
- ⊙ Found Brass Cap on 2 1/2" Iron Post
- △ Calculated Point - Nothing Set
- ⊙ Found Nail & Washer by PLS 16670 in Fence Post

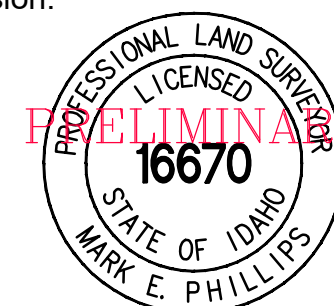


SURVEY NARRATIVE & NOTES

1. The purpose of this map is to show the monuments found during the boundary retracement of Tax Lots 8549 & 8553, and vacate the lot line between said tax lots as shown hereon. The boundary shown is based on said found monuments and the Record of Survey of Tax Lots 6496 & 8487, and Gap Parcel, Instrument Number 659019, and Quitclaim Deed, Instrument Number 666485, both records of Blaine County, Idaho. All found monuments have been accepted. Refer to the Notes on said Record of Survey regarding the "gap parcel," now referenced as Tax Lot 8553 hereon. Additional documents used in the course of this survey include; (a) records of Blaine County, Idaho)
 - The Association Condominiums, Instrument Number 198107
 - The Association Condominiums and Lot 20, Fosters Addition, Instrument Number 263525
 - A Replat of Units 1 & 4 and Common Area, River Run Lodge Condominiums, Instrument Number 356732
 - Mary's Place Subdivision, Instrument Number 445345, and Lot 1A, Block 1, Mary's Place Subdivision, Instrument Number 457464
 - Stones Throw Townhomes, Instrument Number 543346
2. The distances shown are measured. Refer to the Record of Survey, Instrument Number 659019, records of Blaine County, Idaho, and above referenced documents for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment for Tax Lots 8549 & 8553 has been prepared by Pioneer Title Co., File Number 730614, Commitment Date of July 17, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
5. An Encroachment Agreement recorded under Instrument _____ describes the terms and conditions for maintenance and improvements within the right-of-way adjacent to the subject property.
6. An Encroachment Agreement recorded under Instrument _____ describes the terms and conditions for underground utility improvements within the right-of-way adjacent to the subject property.
7. Current Zoning District is GR-L.

CERTIFICATE OF SURVEYOR

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



EMERY SUBDIVISION
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 2
Job No. 1103-03

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

Date _____ South Central District Health Dept., EHS

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

Attachment 2

Public comment



City of Ketchum
Planning & Building

NOTICE OF PUBLIC HEARING BEFORE THE KETCHUM CITY COUNCIL

Meeting Date:	Monday, December 7, 2020
Meeting Time:	4:00 PM, or thereafter as the matter can be heard.
Meeting Location:	City Hall Council Chambers, 480 East Avenue North, Ketchum, Idaho. Due to the COVID-19 Pandemic, remote participation in public meetings will occur until further notice in order to keep residents safe and help stop the community spread of the virus. The meeting will be live streamed at www.ketchumidaho.org/meetings . Public comment may be given either by phone or in writing. By phone, public comment will occur for this item by dialing +1 253 215 8782 and using Meeting ID 912 2500 6534 . Written comments can be provided to participate@ketchumidaho.org .
Project Name:	Emery Lot Line Shift
Project Location:	Tax Lots 8549 and 8553 Ketchum, ID 83340 (Ketchum Sec 13 4N 17E)
Representative:	Galena Engineering
Owner:	Patricia Hanwright
Application Type:	Lot Line Shift
Project Description:	The Council will consider and take action regarding a Lot Line Shift Application submitted by Galena Engineering, LLC to vacate the lot line between Tax Lot 8549 and Tax Lot 8553. This platting action will combine Tax Lot 8549 and Tax Lot 8553 to create Lot 1 of Emery Subdivision. Lot 1 has a proposed area of 19,483 square feet (0.45 acres). The subject property is located to the south of Bird Drive's intersection with Wood River Drive (FR SESE TL 8549 & TL 8553, Ketchum, ID 83340) within the City's General Residential Low Density (GR-L) Zoning District.

A copy of the Staff Report will be available on the City website at the following link <https://ketchumidaho.org/meetings>. The meeting will be livestreamed with the video feed accessible at the same link at 4:00 p.m. the day of the meeting.

NOTICE IS FURTHER GIVEN that at the aforementioned time all interested persons shall be given an opportunity to comment on the matter stated above either by phone or in writing. Comments and questions prior to the hearing may be directed to the Ketchum Department of Planning and Building, P.O. Box 2315, Ketchum, Idaho, 83340, via email to participate@ketchumidaho.org, or via facsimile to (208)726-7812. Written comments received by 5:00 PM, seven (7) days prior to the hearing will be included as an attachment to the staff report. For additional information, please call (208) 726-7801.

By order of the Ketchum City Council
Dated this 18th day of November 2020

I HAVE THE CLOSEST PROPERTY TO THE PROPERTY ABOVE
AND HAVE NO OBJECTION TO THE OWNERS REQUEST.

ALAN PENNAY
P. O. BOX 1298
SUN VALLEY ID 83353

Attachment 3.

Draft Findings of Fact, Conclusions of Law, and Decision

Emery Subdivision



City of Ketchum
Planning & Building

IN RE:)	
)	
Emery Lot Line Shift	)	KETCHUM CITY COUNCIL
Lot Line Shift	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 7, 2020	)	DECISION
)	
File Number: P20-066)	

Findings Regarding Application Filed

PROJECT: Emery Lot Line Shift

APPLICATION TYPE: Lot Line Shift

FILE NUMBER: P20-066

ASSOCIATED PERMITS: Agreement #20557, Agreement #20558

OWNERS: Patricia Hanwright Trust dated 1-31-05

REPRESENTATIVE: Sean Flynn, P.E., Galena Engineering

REQUEST: Lot Line Shift to combine two existing tax lots into one lot

LOCATION: KETCHUM FR SESE TL 8549 & TL 8553 SEC 13 4N 17E – south end of Bird Drive unplatted right-of-way

NOTICE: Notice appeared in the Idaho Mountain Express and was mailed to properties within 300’ and to political subdivisions on November 18th, 2020. Notice was posted on site and on the City of Ketchum website on November 30th, 2020.

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

Background Findings of Fact

1. On December 7th, 2020, the Ketchum City Council considered the readjustment of lot lines application to combine tax lots KETCHUM FR SESE TL 8549 & TL 8553 SEC 13 4N 17E into Lot 1, Emery Subdivision.
2. The subject property is located in the General Residential – Low Density (GR-L) zoning district and is 19,483 square feet in size.

3. Two Right-of-Way Agreements are associated with the subject property. Agreement 20557 approves and establishes maintenance responsibilities for existing driveway improvements in the right of way that were installed when the adjacent Stone's Throw Townhomes were constructed. No agreement was approved when the improvements were installed. Lot 1, Emery Subdivision, an unimproved lot, must have access to Bird Drive in order to develop the lot. The only way to provide access is via the Stones Throw private driveway. This agreement authorizes the owner of Lot 1, Emery Subdivision, to use and maintain the driveway access. Agreement 20558 allows installation of utilities for lot 6496 to be installed in the right of way.

Table 1: Findings Regarding Final Plat Requirements

Final Plat Requirements			
Compliant			Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			Staff Comments <i>The mylar paper shall be prepared following Ketchum City Council approval of the Final Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1 Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			Staff Comments <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2 Location and description of monuments.
			Staff Comments <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3 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.
			Staff Comments <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4 Names and locations of all adjoining subdivisions.
			Staff Comments <i>Adjacent subdivisions Stones Throw Townhomes, Mary's Place Subdivision, and River Run Lodge Condominiums are referenced. Other adjacent parcels are unplatted tax lots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5 Name and right of way width of each street and other public rights of way.
			Staff Comments <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6 Location, dimension and purpose of all easements, public or private.
			Staff Comments <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7 The blocks numbered consecutively throughout each block.
			Staff Comments <i>This standard has been met. The subdivision creates Block 1, lots 1 and 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.8 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.
			Staff Comments <i>No dedications were required.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	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. <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date. <i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision <i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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. <i>N/A this is not a condominium or townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat. <i>This standard has been met. A title report and warranty deed were submitted with the Preliminary Plat and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council. <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare. <i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Lot Line Shift Plat application. However, Agreements #20558 and 20557 preceded approval of this Lot Line Shift plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. 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. <i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. <i>N/A this Lot Line Shift application did not necessitate further improvements.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) 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.</p> <p><i>N/A this Lot Line Shift application did not necessitate further improvements.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>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 filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. 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 council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider 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 owned by the owner and/or subdivider.</p> <p><i>N/A</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) 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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> <p><i>N/A as no improvements requiring as built drawings were constructed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>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:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description. <p><i>This standard has been met. See Surveyor Narrative on page 1 of the plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, 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. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:

				<p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
				<p>#1 – This standard has been met.</p> <p>Standards #2, #3, #4 and #5 are not applicable.</p> <p>#5 – This standard is met due to the Right-of-Way Encroachment Access Agreement #20557 that describes private improvements in the city's Bird Drive right-of-way.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) 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 seventy five foot (75') radius from the intersection of the streets.
				<p><i>This standard has been met. Only one block, with 2 lots, is being platted.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and 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 chapter 12.04 of this code, 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 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 (0.3%) and not more than seven percent (7%) 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 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 (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;

				<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which 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 council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. 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;</p> <p>17. 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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which 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 in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. 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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
				<i>The subject property abuts a portion of Bird Drive right-of-way that is not maintained by the city. Access to the subject property will be from Bird Drive. The private improvements to this right-of-way are described in Agreement # 20557.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 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. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.

				<i>This proposal does not create a new alley. Alley improvements were not applicable to this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') 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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') 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.</p> <p>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.</p> <p>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.</p>
				<i>No new easements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health 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 which it deems necessary to protect public health, safety and welfare.</p>
				<i>N/A, this is a Lot Line Shift to combine two (2) tax lots into a one (1) lot. Utilities will be installed at the time the lot is developed. The extensions of utilities to the subject property is covered by Right-of-Way Encroachment Agreement #20557.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 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 Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped</p>

				<p>extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
				<p><i>N/A, this is a Lot Line Shift to combine two (2) tax lots into a one (1) lot. Utilities will be installed at the time the lot is developed. The extensions of utilities to the subject property is covered by Right-of-Way Encroachment Agreement #20557.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
				<p><i>This standard is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. 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: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') 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, commission or Council to adequately review the affect of the proposed improvements. 3. 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. 4. Areas within a subdivision which 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. 5. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. 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 twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
				<p><i>N/A as there is no site work occurring at this time.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to</p>

				natural drainage courses or storm drains, existing or proposed. 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. 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. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 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.
				<i>N/A as there is no site work occurring at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	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.
				<i>N/A, this is a Lot Line Shift to combine two (2) tax lots into a one (1) lot. Utilities will be installed at the time the lot is developed. The extensions of utilities to the subject property is covered by Right-of-Way Encroachment Agreement #20557.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or 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.
				<i>No off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
				<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which 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.
				<i>N/A, this is a Lot Line Shift to combine two (2) tax lots into a one (1) lot.</i>

Table 2: Dimensional Standards

Compliance with Zoning and Dimensional Standards				
Compliant			Standards and Findings	
Yes	No	N/A	Ketchum Municipal Code Standard	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			<i>Staff Comment</i>	Required: 8,000 square feet minimum Proposed: Lot 1 will be 19,483 square feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Lot Width
			<i>Staff Comment</i>	Required: 80' average Proposed: Lot 1's width exceeds 80'.

CONCLUSIONS OF LAW

- The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances

are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Condominium Subdivision Final Plat application for the development and use of the project site.

2. The Council has authority to approve the applicant’s Lot Line Shift (Readjustment of Lot Lines) application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application, which consisted of including notice of the application on the City Council meeting agenda.
4. The proposed Lot Line Shift for Lot 1, Emery Subdivision, meets the standards for Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Lot Line Shift Final Plat application this Monday, December 7th, 2020 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The instrument numbers associated with both Encroachment Agreements shall be referenced on the plat prior to the plat being recorded.
2. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
3. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
6. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
7. All governing ordinances and department conditions pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met.

Findings of Fact **adopted** this 7th day of December, 2020

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk



City of Ketchum

December 7, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Buck Subdivision Lot Line Shift Application

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Buck Subdivision Lot Line Shift to reconfigure three existing properties to form two lots within an existing low-density residential neighborhood.

Recommended Motion: "I move to approve the Buck Subdivision Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to reconfigure three properties to form two lots meets all applicable standards for Readjustment of Lot Lines contained in Ketchum Municipal Code's (KMC) Subdivision (Title 16) and Zoning (Title 17) regulations.
- The application meets the standards required for the Readjustment of Lot Lines procedure because: (1) Buck Subdivision Lots 1 and 2 comply with the dimensional standards required for properties located within the City's Limited Residential (LR) Zoning District, (2) the existing home located at 1240 W Canyon Run Boulevard will comply with the dimensional standards required in the LR Zone as sited on future Lot 2, and (3) the proposal does not create additional lots or dwelling units.
- This project will eliminate one future driveway access that crosses over the bike path along Warm Springs Road, which will enhance safety for pedestrians and bicyclists.

Analysis

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owners John Riley Buck and Maggie Acker-Buck, proposes to reconfigure the lot lines between Lot 1C and Lot 1D of Sun Valley Subdivision and Tax Lot 8539 to form Lots 1 and 2 of Buck Subdivision. The subject properties are located within the City's Limited Residential (LR) Zoning District. Lots 1C and 1D of Sun Valley Subdivision are located at 1520 and 1524 Warm Springs Road. Both properties are currently undeveloped. Tax Lot 8539 is located at 1240 W Canyon Run Boulevard. This property is developed with a single-family residence, which was constructed in 2019 (Building Permit 19-042). A portion of Lot 1D will combine with Lot 1C to create Lot 1 of Buck Subdivision. The remainder of Lot 1D will combine with Tax Lot 8539 to create Lot 2 of Buck Subdivision. By combining the two lots along Warm Springs Road, this project will eliminate one future driveway access that crosses over the bike path.

Financial Impact

No financial impact as the application proposes to reconfigure three lots within a residential neighborhood.

Attachments

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal

Attachment A:
Draft Findings of Fact,
Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Buck Subdivision: Lots 1 & 2	)	KETCHUM CITY COUNCIL
Lot Line Shift	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 7, 2020	)	DECISION
)	
File Number: P20-092)	

Findings Regarding Application Filed

PROJECT: Buck Subdivision: Lots 1 & 2

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P20-092

OWNER: John Riley Buck & Maggie Acker-Buck

REPRESENTATIVE: Sean Flynn, Galena Engineering

REQUEST: Reconfigure the lot lines between Lot 1C and Lot 1D of Sun Valley Subdivision and Tax Lot 8539 to form Lots 1 and 2 of Buck Subdivision

LOCATION: 1240 W Canyon Run Boulevard and 1520 & 1524 Warm Springs Road (Tax Lot 8539 and Sun Valley Subdivision: Lots 1C & 1D)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on November 18, 2020. The public hearing notice was published in the Idaho Mountain Express on November 18, 2020. The public hearing notice was posted on site and on the city’s website on November 30, 2020.

ZONING: Limited Residential (LR) Zoning District

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owners John Riley Buck and Maggie Acker-Buck, proposes to reconfigure the lot lines between Lot 1C and Lot 1D of Sun Valley Subdivision and Tax Lot 8539 to form Lots 1 and 2 of Buck Subdivision. The subject properties are located within the City’s Limited Residential (LR) Zoning District. Lots 1C and 1D of Sun Valley Subdivision are located at 1520 and 1524 Warm Springs Road. Both properties are currently undeveloped. Tax Lot 8539 is located at 1240 W Canyon Run Boulevard. This property is developed with a single-family residence, which was constructed in 2019 (Building Permit 19-042). A portion of Lot 1D will combine with Lot 1C to create Lot 1 of Buck Subdivision. The remainder of Lot 1D will combine with Tax Lot 8539 to create Lot 2 of Buck Subdivision. By combining the two lots along Warm Springs Road, this project will eliminate one future driveway access that crosses over the bike path, which will enhance safety for pedestrians and bicyclists. Both of the proposed lots within Buck Subdivision

comply with the 9,000-square-foot minimum lot area required in the LR Zone—Lot 1 will have an area of 15,790 square feet and Lot 2 will have an area of 15,418 square feet.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Buck Subdivision Lots 1 and 2 comply with the dimensional standards required for properties located within Limited Residential (LR) Zoning District, (2) the existing home located at 1240 W Canyon Run Boulevard will comply with the dimensional standards required in the LR Zone as sited on future Lot 2, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" 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 (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. As specified in Condition of Approval #2, the subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to reconfigure three properties to form two lots within an existing residential neighborhood. As conditioned, proposed Lots 1 and 2 of Buck Subdivision meet the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. 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 contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:

			Council Findings	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			Council Findings	<i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property. The Survey Control Monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	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.
			Council Findings	<i>The plat indicate Warm Springs Road and W Canyon Boulevard right-of-way lines, proposed lot lines, and the lot area of each lot.</i> <i>As conditioned, this standard shall be met. The final plat mylar shall show 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, 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.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The plat indicates the adjacent Lot 2A of Sun Valley Subdivision and adjacent Tax Lots 8225, 6032, and 7310.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>This standard has been met. The plat indicates the Warm Springs Road and W Canyon Boulevard public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>As conditioned, this standard shall be met. The plat indicates the 10-foot utility and 10-foot snow storage easement. The final plat shall include the location and dimension of all easements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>N/A. This lot line application reconfigures three existing properties to form two lots within an existing residential neighborhood and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	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.
			Council Findings	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	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.
			Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. Warm Springs Road and W Canyon Run Boulevard are indicated on the subdivision plat.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate 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.
			Council Findings	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable as this application reconfigures three existing properties to form two lots within an existing residential neighborhood. No additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. 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.
			Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Council Findings	<i>This standard is not applicable as this application proposes to reconfigure three existing properties to form two lots within a low-density residential neighborhood. No improvements are required or proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) 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.
			Council Findings	<i>This standard is not applicable as this application proposes to reconfigure three existing lots within a low-density residential neighborhood. No improvements are required or proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.C</p> <p>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 filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. 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 council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider 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 owned by the owner and/or subdivider.</p> <p>Council Findings</p> <p><i>This standard is not applicable as this application proposes to reconfigure three existing properties to create two lots within a low-density residential neighborhood. No improvements are required or proposed.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.D</p> <p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) 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. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> <p>Council Findings</p> <p><i>This standard is not applicable as this application proposes to reconfigure three existing properties within a low-density residential neighborhood. No improvements are required or proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.E</p> <p>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:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description. <p>Council Findings</p> <p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.F</p> <p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, 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. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:

				<p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') 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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			Council Findings	<i>Standard #1 has been met as the lot size, width, shape, and building setback lines will comply with the dimensional standards required in the LR Zone. Standard #2 is not applicable as the subject property isn't located within the Floodplain or Mountain overlays. Standard 3 is not applicable as the no corner lots are proposed with this application. Standard #4-6 have been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) 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 seventy five foot (75') radius from the intersection of the streets.
			Council Findings	<i>N/A. This project will reconfigure three existing properties to form two new lots within an existing low-density residential neighborhood. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and 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 chapter 12.04 of this code, 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 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 (0.3%) and not more than seven percent (7%) 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 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;

				<p>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 (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which 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 council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. 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;</p> <p>17. 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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which 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 in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. 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; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two new lots within an existing low-density residential neighborhood. This proposal does not create new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within

				<p>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. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Alleys are not required within residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') 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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') 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.</p> <p>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.</p> <p>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.</p>
			Council Findings	<i>As conditioned, standard #1 shall be met. The final plat mylar shall indicate the required 5-foot public utility easement. Standards #2-6 are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health 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 which it deems necessary to protect public health, safety and welfare.</p>
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 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 Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, 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</p>

				permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Water system improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Alleys are not required within residential neighborhoods. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. 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: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') 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, commission or Council to adequately review the affect of the proposed improvements. 3. 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. 4. Areas within a subdivision which 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. 5. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. 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 twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of

				the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Cuts, fills, and grading improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. 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. 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. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 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.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Drainage improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	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.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Utility improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or 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.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood. Off-site improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	<i>This standard is not applicable as the property is not located in the Avalanche or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which 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.
			Council Findings	<i>This standard is not applicable. This project will reconfigure three existing properties to form two lots within an existing low-density residential neighborhood.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Buck Subdivision Lot Line Shift Application this Monday, December 7th, 2020 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 7th day of December 2020

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk

**Attachment B:
Lot Line Shift Application
Submittal**



City of Ketchum
Planning & Building

CERTIFIED COMPLETE
9-18-20
mf

OFFICIAL USE ONLY	
File Number:	P20-092
Date Received:	9-18-20
By:	mf
Fee Paid:	950-
Approved Date:	
Denied Date:	
By:	

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: John Riley Buck & Maggie Acker-Buck	
Mailing Address: PO Box 6864 Ketchum, ID 83333	
Phone: 208-720-7930	
Email: riley@pioneercabincompany.com	
PROJECT INFORMATION	
Name of Proposed Plat: Buck Subdivision	
Representative of Owner: Sean Flynn	
Phone: 208-788-1705	
Mailing Address: 317 N. River Street, Hailey, ID 83333	
Email: sflynn@galena-engineering.com	
Legal Land Description: SUN VALLEY SUB FR N 1/2 E 1/2 OF 1 TL 8539, SUN VALLEY SUB AM LOT 1C, SUN VALLEY SUB AM LOT 1D	
Project Address: 1524 & 1520 Warm Springs Rd, 1240 W Canyon Run Blvd,	
Number of Lots: 2	Number of Units:
Total Land Area in Square Feet: 31,270 Sq. Ft.	Current Zoning District: Limited Residential
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
Snow storage easement, utility easement	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

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

Sean Flynn

09/17/2020

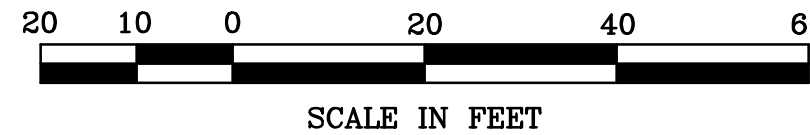
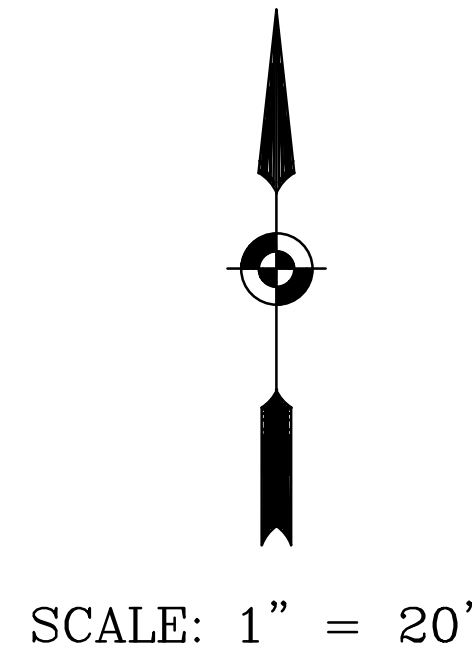
Signature of Owner/Representative

Date

A PRELIMINARY PLAT SHOWING BUCK SUBDIVISION

WHEREIN THE LOT LINES BETWEEN TAX LOT 8539, AND LOTS 1C & 1D, SUN VALLEY SUBDIVISION, ARE SHIFTED AS SHOWN HEREON
LOCATED WITHIN SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2020



LEGEND

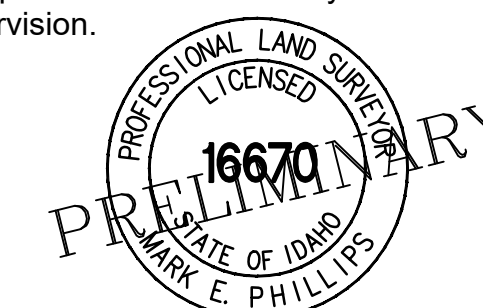
- Property Boundary
- Proposed Property Line
- Previous Lot Line
- Adjoining Lot Lines
- Centerline of Right-of-way
- Existing Fence Line
- GIS Tie Line
- Utility Pole
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Brass Cap on 1 1/4" Steel Pipe
- Found Aluminum Cap on 5/8" Rebar
- Set 5/8" Rebar, P.L.S. 16670

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to shift the Lot Lines between Tax Lot 8539, and Lots 1C & 1D, Sun Valley Subdivision: Replat W1/2 Lot 1, as shown, and to show the monuments found and set during the boundary retracement of the above referenced properties. The Boundary shown is based on Found Lot Corner Monuments, the plat of Sun Valley Subdivision: Replat W1/2 Lot 1, Instrument Number 367508, the Record of Survey of Tax Lot 7338, Instrument Number 660005, and the Special Warranty Deed, Instrument Number 578543, all records of Blaine County, Idaho. The missing exterior boundary monuments were previously tied in during prior unrecorded survey work. After checking the rest of the existing monument locations, the missing monuments were reset at the previously tied locations. A Utility Pole occupies the location of a previously tied in Aluminum Cap on 5/8" rebar, so an 8' Witness Corner was set along the Westerly Boundary of the property. The additional documents used in the course of this survey were the Replat of Lots 2 and 3, Sun Valley Subdivision, Instrument Number 295492, and the plat of Sun Valley Subdivision, Instrument Number 92929, both records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment has been issued by Westcor Land Title Insurance Company, File Number 19330450, with a Date of Guarantee of May 10, 2019. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plottable hereon. Review of specific documents is required, if further information is desired.
5. The current zoning is Limited Residential. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
6. The owner is Riley Buck, PO Box 6864 Ketchum, ID 83340. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
7. There exists a 10' Utility Easement interior to all exterior lot lines and centered on interior lot lines.
8. There exists a 10' snow storage easement along Warm Springs Road.

CERTIFICATE OF SURVEYOR

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



BUCK SUBDIVISION
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 2
Job No. 6808-01

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

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

Date _____ South Central Public Health District



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

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

File No. 705330 /TG

Instrument # 667546

HAILEY, BLAINE, IDAHO
03-04-2020 12:40:44 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNTY
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

WARRANTY DEED

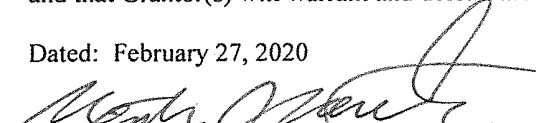
For Value Received Stephen J. Sarewitz and Anne R. Sarewitz, husband and wife hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

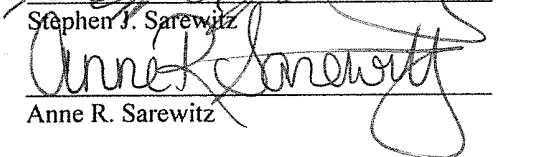
Acker, LLC, an Idaho limited liability company hereinafter referred to as Grantee, whose current address is PO Box 177 Ketchum, ID 83340
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

Dated: February 27, 2020

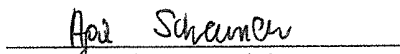


Stephen J. Sarewitz


Anne R. Sarewitz

State of Washington, County of KING

This record was acknowledged before me on February 28th, 2020 by Stephen J. Sarewitz and Anne R. Sarewitz.



Signature of notary public
Commission Expires: MAY 18, 2022

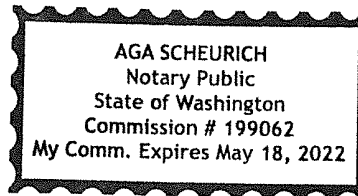


EXHIBIT A

Parcel 1:

Lot 1-C of Sun Valley Subdivision: Replat W1/2 Lot 1, according to the official plat thereof, recorded June 24, 1994 as Instrument No. 367508, records of Blaine County, Idaho.

Parcel 2:

Lot 1-D of Sun Valley Subdivision: Replat W1/2 Lot 1, according to the official plat thereof, recorded June 24, 1994 as Instrument No. 367508, records of Blaine County, Idaho.

File # 19330450

Quitclaim Deed

For value received, MAGGIE L. ACKER-BUCK, a married woman who acquired title as MAGGIE L. ACKER, an unmarried woman

Does hereby convey, release, remise, and forever quit claim unto
JOHN RILEY BUCK and MAGGIE L. ACKER-BUCK, husband and wife, as community property

whose current address is PO Box 6864, Ketchum ID 83340

the following described premises:


A portion of Lot 1, SUN VALLEY SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho, and more particularly described as follows:

Commencing at a 1/2" reinforcing rod marking the NE corner of said Lot One, and said rod being the TRUE POINT OF BEGINNING; thence South 00° 03' 00" West, 109.0 feet along the East boundary of said Lot One to a 1/2" reinforcing rod; thence North 89° 57' 00" West, 91.0 feet to a 1/2" reinforcing rod; thence North 00° 03' 00" East, 109.0 feet to a 1/2" reinforcing rod on the North boundary of said Lot One; thence South 89° 57' 00" East, 91.0 feet along the North boundary of said Lot One to a 1/2" reinforcing rod said rod being the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7338

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

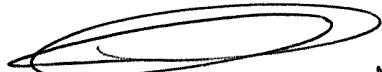
Date: 07/02/2019

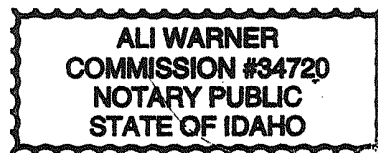


Maggie L. Acker-Buck

State of Idaho, County of Blaine, ss.

On this 02 day of July in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Maggie L. Acker-Buck known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


_____, Notary Public
Residing at: Ketchum ID
My Commission Expires: 9/19/20
(seal)



Transaction Identification Data for reference only:

Issuing Office: TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID: 1065022
Commitment Number: 19330450
Revision: 05/14/2019 - Updated effective date and added exception

SCHEDULE A

1. Commitment Date: May 10, 2019 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Loan Policy (6/17/06)	Extended Coverage	Policy Amount:
Proposed Insured:		Premium:
U.S. Bank N.A., its successors and/or assigns, as their interest may appear		
Endorsements:	9-06/22-06/8.1-06	Charge:

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Maggie L. Acker, an unmarried woman

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

Westcor Land Title Insurance Company
TitleOne Corporation dba Sun Valley Title

By:



Nick Busdon, Authorized Signatory

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

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of said land is:

1240 W Canyon Run Blvd, Ketchum, ID 83340

6. Deed of Trust or Mortgage securing the loan.

NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is "TITLEONE"

7. NOTE: The Company has conducted a judgment and lien search of the public records, as of the effective date shown on Schedule A, against the vested owner and/or the proposed insured owner/borrower. The Company has found no such items other than those shown on Schedule B, if any.

8. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

9. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.

10. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Randall Acker and Susan Acker, husband and wife and Maggie Acker, an unmarried woman also shown of record as Maggie Louise Acker and Maggie Collins

Grantee: Maggie L. Acker, an unmarried woman

Recorded: December 27, 2011

Instrument No.: 593284

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. Disclosure of the spouse of Maggie L. Acker, if any. The Company herein reserves the right to make additional requirements and/or exceptions upon disclosure of same.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II**Exceptions**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2018 are paid in full.
Parcel Number: RPK053500001A
Original Amount:
Without homeowners exemption
9. Taxes, including any assessments collected therewith, for the year 2019 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Sun Valley Subdivision.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#).

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

14. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey showing Tax Lot 7338 recorded May 9, 2019 as Instrument No. [660005](#).

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

Amount:

Trustor/Grantor: Maggie L. Acker, an unmarried woman

Trustee: Pioneer Lender Trustee Services LLC

Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for US Bank NA

Dated: December 15, 2011

Recorded: December 27, 2011

Instrument No.: [593285](#)

(End of Exceptions)

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE C**Legal Description:**

A portion of Lot 1, SUN VALLEY SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho, and more particularly described as follows:

Commencing at a ½" reinforcing rod marking the NE corner of said Lot One, and said rod being the TRUE POINT OF BEGINNING; thence
South 00°03'00" West, 109.0 feet along the East boundary of said Lot One to a ½" reinforcing rod; thence
North 89°57'00" West, 91.0 feet to a ½" reinforcing rod; thence
North 00°03'00" East, 109.0 feet to a ½" reinforcing rod on the North boundary of said Lot One; thence
South 89°57'00" East, 91.0 feet along the North boundary of said Lot One to a ½" reinforcing rod said rod being the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7338

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



City of Ketchum

December 7th, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing on proposed Ordinance 1214, city-initiated amendments to Ketchum Municipal Code, Title 17, Zoning, Chapter 17.88, Floodplain Management Overlay Zoning District, and Chapter 17.08, Definitions.

Recommendation and Summary

The proposed amendments to Title 17, Zoning, Chapter 17.88, Floodplain Management Overlay Zoning District and Title 17, Zoning, Chapter 17.08, Definitions, are city-initiated. The purpose, and summary, of the proposed amendments include:

- 1) First and foremost, to adopt the most current standard definitions and regulations required for all communities that participate in the federal National Flood Insurance Program (NFIP) and to align Ketchum's ordinance with Idaho-specific regulations contained in the state's model ordinance. Ketchum participates in this program so that property owners and renters can purchase federally backed flood insurance. From time to time the State of Idaho's NFIP coordinator directs participating communities to adopt a model ordinance that aligns with FEMA and NFIP requirements. Ketchum last overhauled its floodplain ordinance to align with the model ordinance in 2015. The state produced a new model ordinance in May 2020.
 - a. For example, the State and FEMA have worked together regarding state code that exempts irrigation related activities from floodplain development permits. The regulations from the state model ordinance have been incorporated into the proposed draft amendments to Ketchum's floodplain ordinance.
- 2) Clarify existing regulations to reflect procedural practices.
 - a. For example, prior versions of the ordinance treated review of alterations of the riparian zone as a function of Design Review. In practice, most riparian alterations are not associated with development of a structure and therefore standards of the Design Review chapter of the zoning code are not applicable. As such, the ordinance is now structured to define a Waterways Review for alterations in the Riparian Zone captured under a Floodplain Development permit rather than a type of Design Review permit.
 - b. The prior version of the ordinance contained an exhaustive list of permit submittals within the body of the ordinance. This list have been removed and will be incorporated into the Floodplain Development application that is available on the city's website.
- 3) Reorganize subsections and section headings to increase readability and flow of the ordinance.
- 4) Strengthen evaluation criteria that will facilitate technically sound decision making for projects involving in-stream work, such as stream bank stabilization and river channel alteration projects.
- 5) Better incorporate the existing riparian regulations into the bulk of the ordinance.

The purpose of the amendments was not to overhaul riparian and river stewardship criteria, recognizing that such amendments should come after policy direction from Council and a robust community engagement

process. Rather, the purpose was to put forward non-controversial amendments in alignment with the state’s model ordinance for adoption.

The Planning and Zoning Commission reviewed proposed amendments during public hearings that occurred in July, August and September of 2020. Staff subsequently worked with the city’s consulting floodplain engineer to further align the draft ordinance with the state’s model code and best management practices.

A track-changes version of the draft floodplain chapter is included as Attachment A to this staff report. A clean copy of the draft floodplain chapter and a track changes version of amendments to the definitions chapter are included as exhibits to the draft Ordinance 1214, which is Attachment B to this staff report.

One written comment has been received (Attachment C).

Council options

The Council may proceed with a first reading of the ordinance during this hearing or may choose to continue the hearing to a date certain.

Optional motions

“I move to approve the first reading of Ordinance 1214 by title only.”

Or

“I move to continue the public hearing regarding city-initiated amendments to Ketchum Municipal Code, Title 17, Zoning, Chapter 17.88, Floodplain, and Chapter 17.08, Definitions to a date certain: December 21, 2020.”

Financial Impact

None at this time.

Attachments:

- A. Draft Ordinance 1214
 - a. Exhibit A: Amendments to Section 17.08.020, Terms Defined (redlined and clean copy)
 - b. Exhibit B: Chapter 17.88, Article 1, Flood Damage Prevention
 - c. Exhibit C: Publication summary
- B. Draft 17.88, Floodplain Development, track changes
- C. Written Comment

ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, ZONING REGULATIONS, SECTION 17.08.020, TERMS DEFINED; REPEALING AND REPLACING ARTICLE I, FLOOD DAMAGE PREVENTION, OF CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP); ADOPTING A NEW ARTICLE I, FLOOD DAMAGE PREVENTION; AMENDING CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV TO RENUMBER SECTIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the City first adopted an ordinance regulating development in the floodplain in 1974 with the passage of Ord. 208 and first distinguished between Floodplain and Floodway areas and established a streambank alteration and riparian regulations in 1989 with the adoption of Ord. 525; and

WHEREAS, the City participates in the Federal Emergency Management Agency (FEMA)'s National Flood Insurance Program (NFIP) in order to protect the health, safety, and welfare of its citizens and to ensure that flood insurance is available to them; and

WHEREAS, by participating in the NFIP the City's responsibilities include requiring permits for all development within the 100-year floodplain, ensuring all other permits required by local, State, and Federal laws are obtained, maintaining records of all development permits, and ensuring flood carrying capacity of altered or relocated watercourses is maintained; and

WHEREAS, the City desires to implement regulations that facilitate the protection of property from inundation of flood waters that simultaneously mitigate reduction of the floodplain's carrying capacity; and

WHEREAS, the Planning and Zoning Commission held a public hearing and considered public input on July 13th, August 11th, and September 15th, 2020, and recommended approval to the City Council; and

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on December 7th, 2020, December 21st, 2020, and January 4th 2021; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having

determined that it is in the best interests of the public to adopt the proposed amendments to Title 17, Zoning Regulations:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

Section 1. AMENDMENTS TO SECTION 17.08.020, TERMS DEFINED. That Title 17 of the Ketchum Municipal Code, Section 17.08.020, Terms Defined, be amended with the following new, revised, and deleted definitions as attached and incorporated as Exhibit A to this Ordinance.

Section 2. AMENDMENTS TO CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP), ARTICLE I, FLOOD DAMAGE PREVENTION. That Title 17 of the Ketchum Municipal Code be amended by repealing Article 1, Flood Damage Prevention, of Chapter 17.88 Floodplain management, in its entirety and replacing it with a new Article 1, Flood Damage Prevention, as attached and incorporated as Exhibit B to this Ordinance.

Section 3. AMENDMENTS TO CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV. That Title 17 of the Ketchum Municipal Code be amended as follows to renumber the sections of Chapter 17.88, Articles II-IV as follows:

17.88.120: Title
17.88.130: Guidelines
17.88.140: Procedure
17.88.150: Application For Emergency Stream Bank Stabilization
17.88.160: Action Upon Submittal Of Stream Bank Stabilization Application
17.88.170: Site Inspection
17.88.180: Basis For Denial Of An Emergency Stream Bank Stabilization Permit
17.88.190: Conditions Of Emergency Stream Bank Stabilization Approval
17.88.200: Enforcement

17.88.210: Title
17.88.220: Guidelines
17.88.230: Procedure
17.88.240: Application For Emergency Riparian Alteration
17.88.250: Action Upon Submittal Of Emergency Riparian Alteration Application
17.88.260: Site Inspection
17.88.270: Basis For Denial Of An Emergency Riparian Alteration Permit
17.88.280: Conditions Of Emergency Riparian Alteration Approval
17.88.290: Enforcement

17.88.300: Title
17.88.310: Guidelines
17.88.320: Procedure

- 17.88.330: Application
- 17.88.340: Action Upon Submittal Of Emergency Application
- 17.88.350: Conditions Of Emergency Application Approval

- 17.88.360: Uses Permitted
- 17.88.370: Use Restrictions
- 17.88.380: Application For Temporary Flood Control Barriers
- 17.88.390: Enforcement

Section 4. 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 5. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 6. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect 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 _____, 2020.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2019.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk

EXHIBIT A

Amendments to Chapter 17.08 Definitions

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 of Ketchum, 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 of Ketchum.

AREA OF SHALLOW FLOODING: A designated AO or VO zone on the flood insurance rate map (FIRM). The base flood depths range from one foot to three feet (1'–3'); a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow, and AH indicates ponding. A designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) 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 OF SPECIAL FLOOD HAZARD: The land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. Designation on maps always includes the letters "A" or "V". The term "special flood hazard area", for the purposes of these regulations, is synonymous with the phrase "area of special flood hazard". See Special Flood Hazard Area (SFHA).

BASE FLOOD: The flood having one percent (1%) 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). Designation on maps always includes the letters "A" or "V".

BASE FLOOD ELEVATION (BFE): The water surface elevation of the one percent (1%) annual chance flood. 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 (1%) 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.

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.

DEVELOPMENT: Any man-made change to improved or unimproved land, including subdivision, construction activity, or alteration of the landscape (except for routine pruning and maintenance of riparian vegetation to benefit the health of the vegetation) (except routine maintenance), its terrain contour or vegetation, including any construction of structures, establishment of a land use, or alteration of an existing structure or land use. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, 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 title that will require a Floodplain Development Permit.

~~FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:~~

~~A. The overflow of inland or tidal water; and/or~~

~~B. The unusual and rapid accumulation or runoff of surface waters from any source.~~

a. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

3. Mudslides (i.e., mudflows) which 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.

b. 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 which results in flooding as defined in paragraph a.1. of this definition.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the ~~f~~Federal ~~i~~nsurance ~~a~~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.

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 DEVELOPMENT PERMIT: any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

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 flood plain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a flood plain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION ELEVATION ~~flood Protection Elevation~~ (FPE): the Base Flood Elevation plus the Freeboard.

a. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard; and

b. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

FLOOD PROTECTION SYSTEM: those physical structural works for which funds have been authorized, appropriated, and expended and which 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.

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 a designated height-one foot (1'). This term is also referred to as the "regulatory floodway".

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 (2) feet.

General Irrigation Floodplain Development Permit (GIFD Permit): The intent of the GIFD permit is to collectively authorize low-to-no impact irrigation and drainage development activities or uses in the floodplain which inherently do not increase the BFE. GIFD permits apply to all qualifying activities within the spatial extents of an irrigation delivery or drainage system and within the regulatory floodway or SFHA, over a predetermined period of time, not to exceed five years. Issuance of a GIFD permit requires coordination between the irrigation entity and the Floodplain Administrator.

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.

Intermediate Regional Flood (IRF): The flood having a 0.2% annual chance of being equaled or exceeded in any given year.

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.
- 1-4. 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.

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 subsection 17.88.060B2c of this title.

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.

MANUFACTURED HOME: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles. The term "Manufactured Home" does not include a "Recreational Vehicle."

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.

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 June 5, 1978 and before (insert effective date of this 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.

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.

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 June 5, 1978, the effective date of the initial Flood Insurance Rate Map (FIRM).

RECREATIONAL VEHICLE: a vehicle that is:

- a. Built on a single chassis, and
- b. 400 square feet or less when measured at the largest horizontal projection, and
- c. Designed to be self-propelled or permanently towed by a light duty truck, and

d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: See Floodway

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.

RIPARIAN ZONE: That area along the banks of any waterway twenty five feet (25') in width measured horizontally from the mean high-water mark; this area is the regulated Riparian Zone in Ketchum city limits. All parcels that contain Riparian Zone are included in the Waterways Review District.

SPECIAL FLOOD HAZARD AREA (SFHA): the land in the flood plain within a community subject to a one percent (1%) 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 (1%) annual chance floodplain.

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 one hundred eighty (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.

STRUCTURE: Anything permanently constructed in or on the ground, or over the water, including gas or liquid storage tank that is principally above ground and manufactured homes; excluding fences less than six feet (6') in height, decks less than thirty inches (30") above grade, paved areas, and structural or nonstructural fill.

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 fifty percent (50%) of the market value of the structure before the damage occurred. See definition of "substantial improvement".

SUBSTANTIAL IMPROVEMENT: Includes the following:

A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement over a three (3) year time frame. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed, either:

1. Before the improvement or repair is started; or

2. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

B. The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing State or local Health, Sanitary, or Safety Code specifications ~~which are solely~~ which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. 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 ordinance.-

~~VARIANCE, FLOODPLAIN: A grant of relief from the requirements of chapter 17.88, article I of this title which permits construction in a manner that would otherwise be prohibited by said article.~~

VIOLATION (FLOODPLAIN ORDINANCE): the failure of a structure or other development to be fully compliant with the community's flood plain 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.

Amendments to Chapter 17.08: Definitions

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 of Ketchum, 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 of Ketchum.

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 1 percent (1%) or greater annual chance of flooding to an average depth of one (1) to three (3) 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 OF SPECIAL FLOOD HAZARD:** See Special Flood Hazard Area (SFHA).

BASE FLOOD: The flood having one percent (1%) 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 (1%) 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.

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.

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 title that will require a Floodplain Development Permit.

FLOOD OR FLOODING:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 3. Mudslides (i.e., mudflows) which 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.

b. 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 which results in flooding as defined in paragraph a.1. of this definition.

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.

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 DEVELOPMENT PERMIT: any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

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 flood plain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a flood plain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION ELEVATION (FPE): the Base Flood Elevation plus the Freeboard.

- a. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard; and
- b. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

FLOOD PROTECTION SYSTEM: those physical structural works for which funds have been authorized, appropriated, and expended and which 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.

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 a designated height. This term is also referred to as the “regulatory floodway”.

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 (2) feet.

General Irrigation Floodplain Development Permit (GIFD Permit): The intent of the GIFD permit is to collectively authorize low-to-no impact irrigation and drainage development activities or uses in the floodplain which inherently do not increase the BFE. GIFD permits apply to all qualifying activities within the spatial extents of an irrigation delivery or drainage system and within the regulatory floodway or SFHA, over a predetermined period of time, not to exceed five years. Issuance of a GIFD permit requires coordination between the irrigation entity and the Floodplain Administrator.

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.

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.

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 subsection 17.88.060B2c of this title.

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.

MANUFACTURED HOME: A structure, transportable in one or more sections, which 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.”

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.

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 June 5, 1978 and before (insert the effective date of this 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.

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.

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 June 5, 1978, the effective date of the initial Flood Insurance Rate Map (FIRM).

RECREATIONAL VEHICLE: a vehicle that is:

- a. Built on a single chassis, and
- b. 400 square feet or less when measured at the largest horizontal projection, and
- c. Designed to be self-propelled or permanently towed by a light duty truck, and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: See Floodway

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.

RIPARIAN ZONE: That area along the banks of any waterway twenty five feet (25') in width measured horizontally from the mean high-water mark; this area is the regulated Riparian Zone in Ketchum city limits. All parcels that contain Riparian Zone are included in the Waterways Review District.

SPECIAL FLOOD HAZARD AREA (SFHA): the land in the flood plain within a community subject to a one percent (1%) 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 (1%) annual chance floodplain.

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 one hundred eighty (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.

STRUCTURE: Anything permanently constructed in or on the ground, or over the water, including gas or liquid storage tank that is principally above ground and manufactured homes; excluding fences less than six feet (6') in height, decks less than thirty inches (30") above grade, paved areas, and structural or nonstructural fill.

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 fifty percent (50%) of the market value of the structure before the damage occurred. See definition of "substantial improvement".

SUBSTANTIAL IMPROVEMENT: Includes the following:

A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement over a three (3) year time frame. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed.

B. The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing State or local Health, Sanitary, or Safety Code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. 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 ordinance.

VIOLATION (FLOODPLAIN ORDINANCE): the failure of a structure or other development to be fully compliant with the community's flood plain 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.

EXHIBIT B

Article I. Flood Damage Prevention

[17.88.010: Statutory Authorization and Findings of Fact](#)

[17.88.020: Statement Of Purpose](#)

[17.88.030: Methods Of Reducing Flood Losses](#)

[17.88.040: General Provisions](#)

[17.88.050: Administration](#)

[17.88.060: Provisions For Flood Hazard Reduction](#)

[17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A](#)

[17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodway](#)

[17.88.090: Standards for Floodways](#)

[17.88.100: Standards for Areas of Shallow Flooding \(Zone AO, AH, AR/AO, or AR/AH\)](#)

[17.88.110: Floodplain Development Permit Exemptions and Irrigation Activities and Development](#)

[17.88.120: Enforcement And Penalties](#)

17.88.010: STATUTORY AUTHORIZATION AND FINDINGS OF FACT:

A. Statutory Authority: The Legislature of the State of Idaho, pursuant to Idaho Code §§ 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 Council of the City of Ketchum Idaho does hereby ordain as follows:

1. The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation which 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 which 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.

B. The studies listed below are hereby adopted as the primary sources of flood hazard analysis:

1. "Flood Insurance Study (FIS) for Blaine County, Idaho and Incorporated Areas", Flood Insurance Study 16013CV001A and 16013CV002A, dated November 26, 2010, and any amendments thereto;
2. 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 amendments thereto; and
3. Other flood hazard studies, as may be adopted by the City, will be utilized in determining flood hazard.
4. Additionally, other flood hazard analysis sources as determined by the City Engineer, Floodplain Manager, or other expert hired by the City may be utilized.

- C. Regulations pertaining to development on property affected by the one percent (1%) annual chance flood (100-year flood), as defined herein, are necessary in addition to those of the underlying zoning district in order to promote the health, safety, and welfare of the citizens of and visitors to the City of Ketchum, Idaho.
- D. Local government units have the primary responsibility for planning, adopting, and enforcing land use regulations to accomplish proper floodplain management.

17.88.020: STATEMENT OF PURPOSE:

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:

- A. To protect human life, health, safety, property, and welfare;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To 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. To 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. To 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 ordinance apply;
- H. To ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions.
- I. To ensure potential buyers of property in an area of special flood hazard are notified.
- J. To allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;
- K. To 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. To protect, preserve and enhance the waterways and floodplains as a recreation resource;
- M. To provide a formal procedure for stream alteration permit applications;
- N. To restrict or prohibit uses which are injurious to health, safety, or property in times of flood, which result in environmental damage, or that cause increased flood heights or velocities; and
- O. To 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.

17.88.030: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this chapter includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which 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 which 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 which may increase flood damage or erosion; and
- E. Preventing or regulating the construction of flood barriers which may unnaturally divert floodwaters, or which may increase flood hazards to any other properties.

17.88.040: GENERAL PROVISIONS:

- A. Establishment of The Floodplain Management Overlay Zoning District: The floodplain management overlay zoning 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).
 - 1. Establishment of The Floodway Subdistrict and The Floodplain Subdistrict: The floodplain areas are divided into two (2) subdistricts: the Floodway Subdistrict and the Floodplain Subdistrict.
 - 2. Rules for Interpretation of The Floodplain Management Overlay Zoning District Boundaries and The Floodway Subdistrict and The Floodplain Subdistrict Boundaries: The floodplain management overlay zoning district boundaries are represented on the official zoning map of the city.
 - a. All land within the external boundary of the Special Flood Hazard Area (SFHA) and all parcels with any portion thereof affected by said SFHA shall be considered to be within the Floodplain Management Overlay Zoning district.
 - b. All land areas within the external boundary of the SFHA shall be considered to be within the Floodplain Subdistrict of the Floodplain Management Overlay Zoning District. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.
 - c. All land areas within the external boundary of the regulatory floodway shall be considered to be within the Floodway Subdistrict of the Floodplain Management Overlay Zoning District. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.
 - 3. 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 which has been or will be annexed into the city limits of the City of Ketchum, Idaho, since the adoption of said study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this

article. The FIS and FIRM are on file at the office of the City Clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.

a. At the Administrator's discretion, the precise one percent (1%) annual chance floodplain or Special Flood Hazard Area (SFHA), floodway, and 0.2% annual chance (500-year) floodplain locations shall be determined by a site survey and elevations as interpreted from the adopted Flood Insurance Rate Map and the Flood Insurance Study.

B. Establishment of Waterways Review District: The city hereby makes the following findings of fact with regard to establishing a Waterways Review District:

1. 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.
2. Structures located within the limits of the 0.2% annual chance (500-year) floodplain of the Big Wood River may be subject to inundation and damages during smaller flood events, such as the ten (10) or twenty (20) year event, 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.
3. 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 (1%) annual chance flood.
4. 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 (1%) annual chance boundary was determined, the ability of the floodplain to function as originally assumed changes.
5. 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.
6. The Waterways Review District is not indicated on the zoning map due to the nature of how the boundaries are established. The Waterways Review District is defined as parcels containing lands that are within twenty-five feet (25') of the mean high-water mark, 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 twenty-five (25') of the mean high-water mark area also known as the Riparian Zone that is regulated by the City of Ketchum. Some parcels of land may be located within the Waterways Review District and contain Riparian Zone but may not contain SFHA, 0.2% annual chance floodplain, floodway, or the channel of the river. Nevertheless, if a parcel contains land that is within twenty-five feet (25') of the mean high-water mark of a waterway, said parcel is within the Waterways Review District and is subject to riparian regulations.
7. The purposes for which said district is established are as follows:
 - a. To guide development adjacent to waterways toward the most appropriate building envelope for its particular site;
 - b. To minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;

- c. To review development plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;
- d. To provide for the stewardship, maintenance and/or enhancement of the Riparian Zone and riparian environment, including wildlife habitat along waterways;
- e. To carry out the provisions of the comprehensive plan as well as health, safety, and welfare with regard to properties adjacent to waterways;
- f. To warn that City review and approval is not going to prevent flooding and that flooding may occur;
- g. To advise of flood hazards and studies and options available;
- h. To review obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development;
- i. To review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation; and
- j. To provide regulations for the Riparian Zone

8. "Development", as defined in section [17.08.020](#) of this title, and construction or placement of buildings or structures, including additions to any such structures or buildings existing (**insert the effective date of the ordinance**), and landscaping changes within the Riparian Zone for parcels under development with new structures and parcels developed with structures after November 20, 1989, upon real property within the Waterways Review District shall require said approval under section [17.88.050](#) of this article, prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity.

C. Uses Permitted and Prohibited in the Floodplain Management Overlay Zoning District and the Waterways Review District: Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the Floodplain Management Overlay Zoning District and the Waterways Review District are those which 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: Encroachments in the floodway are subject to the standards of Section 17.88.090.
2. No use of restricted use chemicals or soil sterilants will be allowed within one hundred feet (100') 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 twenty-five feet (25') 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 one hundred feet (100') of the mean high water mark, but not within twenty five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
5. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall, unless otherwise approved by the City Arborist.

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.
- D. General Notice and Disclosure Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the Floodplain Management Overlay Zoning District and the Waterways Review District, the following notice regulations and requirements are hereby adopted for all real property and structures located within said districts:
1. Floodplain Acknowledgement Authorization Required: Prior to issuance of any floodplain development permit, the property owner or his or her authorized agent shall acknowledge by executed written affidavit that said property is located within the one percent (1%) annual chance floodplain (SFHA) as defined herein and that a violation of the terms of this article shall cause the City to seek legal remedies.
 2. Real Estate Sales and Leasing Disclosures: Each and every real estate agent, sales person and broker, and each and every 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 said 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 ordinance.
 3. Special requirements for Subdivision Plats:
 - 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 subdivision 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 a floodway or floodplain is regulated by the Article 1. Flood Damage Prevention of the Ketchum City Code.
 - c. All subdivision plats shall identify and designate the Special Flood Hazard Area, the 0.2% 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 subdivision 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 subdivision plats shall contain a note that refers to the required twenty five foot (25') setback from all waterways, called the Riparian Zone, in which no development is permitted, and require that riparian vegetation shall remain in its natural state for the protection and stabilization of the riverbank. Any modifications to riparian vegetation, including removal of trees or other vegetation shall only be considered and approved as part of the function of waterways design review as set forth in section [17.88.050](#) of this article.
 - f. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot (10') fish and nature study easement adjacent to the waterway, measured horizontally from the mean high-water mark. In addition, there shall be a plat note stating that the fish and nature study easement shifts in accordance with the location of the channel and its mean high-water mark.

g. The 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 which runs through the proposed subdivision.

4. Special Requirements for Building Permits:

a. Prior to issuance of a Building Permit for a structure located on a parcel that contains SFHA, whether or not the structure is partially or wholly located in the SFHA, a Floodplain Development Permit is required.

b. 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 (5') 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. Preconstruction Elevation Certificate Required: Prior to issuance of any building permit for a structure located partially or wholly within the one percent (1%) annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the City of Ketchum building inspector.

c. Building Under Construction Elevation Certificate in accordance with section 17.88.050.H.1.a.

d. Finished Construction Elevation Certificate Required in accordance with section 17.88.050.H.1.b.

E. Compliance: No structure or land shall hereinafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Should the regulations specified in any other ordinance of Ketchum be less restrictive, the regulations of this section shall apply.

F. Abrogation and Greater Restrictions: This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance or section herein, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent or greater restrictions shall prevail.

G. Interpretation: In the interpretation and application of this section, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the Governing Body; and
3. Deemed neither to limit nor repeal any other powers granted under State Statutes.

H. 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 thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder.

17.88.050: ADMINISTRATION:

A. Establishment Of Floodplain Development Permit: A floodplain development permit shall be obtained through an application provided by the City prior to issuance of a building, excavation/grading permit, or land use permit, for any and all development as defined in section 17.08.020, including stream alteration and Riparian Zone alteration, within the Floodplain Management Overlay District and the Waterways Review District.

1. Exceptions: Activities exempt from floodplain development permit requirements and irrigation activity permitting is subject to the standards of Section 17.88.110 of this title.

B. Applications, Submittals and Concurrent Applications: Applications shall be made on forms furnished by the City and may be made simultaneous with Land Use applications (such as Conditional Use Permits, Lot Line Shifts, and Preliminary Plats) where applicable, and prior to application for a building permit. In order for an application to be determined to be complete, the application shall contain all information required by the application form furnished by the city and any additional information which may be reasonably required by the Administrator or commission during the course of application review.

D. Duties and Responsibilities: The Planning and Building Director, or his or her designee, is the Administrator of Ketchum Municipal Code Title 17, Zoning Regulations, and is responsible for administering and implementing this section in accordance with its provisions.

1. Administrative Review: The Administrator shall have the authority to consider and approve, approve with conditions, or deny applications for floodplain development permits as required herein.

a. Noticing: The Administrator shall provide written notice of said application to owners of property within three hundred feet (300') of the external boundaries of the land being considered. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application.

a. (1) When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be used in lieu of mailed notice. Said alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

2. Commission Review: If the Administrator, in his or her sole discretion, determines that a project cannot be approved administratively, the Ketchum Planning and Zoning Commission shall consider and approve, approve with conditions, or deny applications for floodplain development permits.

a. Criteria for sending applications to the Planning and Zoning Commission includes, but is not limited to,:

(1) Encroachments proposed within the floodway;

(2) Stream alteration projects containing riprap;

(3) Stream alteration projects including gravel extraction; and

(4) Stream alteration projects involving multiple separate parcels of land.

b. For applications reviewed by the Planning and Zoning Commission the application shall be noticed for a public hearing in accordance with Idaho Code 67-6509.

3. Specific duties and responsibilities of the Administrator shall include, but are not limited to:

a. Permit Review:

- (1) 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.
- (2) 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.
- (3) Review all floodplain development permit applications to determine that the proposed development meets the requirements of this ordinance, and is reasonably safe from flooding.
- (4) 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.
- (5) Prevent encroachments into floodways unless the no rise certification, no adverse impact, and flood hazard reduction provisions contained in this title are met.
- (6) Review plans to verify public utilities are constructed in accordance with the provisions of this title.

b. Inspections:

- (1) 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.
- (2) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Administrator and each member of his or her 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.

c. Stop-Work for Violations in Progress and Permit Revocation:

- (1) Work with the Building Official to issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, 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.
- (2) 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.

(3) 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.

d. Coordination and Communication with Federal Agencies:

(1) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

(2) Notify, in riverine situations, adjacent communities and state and federal agencies in accordance with Section 17.88.050.D.3.g.

(3) 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 in accordance with this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

(4) 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 flood plain 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 flood plain management regulatory authority.

(5) The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

e. Use of Other Base Flood Data:

(1) When base flood elevation data has not been provided in accordance with subsection [17.88.040.A.3](#), "Basis For Establishing The Areas Of Special Flood Hazard", of this chapter, the Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source in order to administer subsections [17.88.060.B.2](#), "Residential Construction", [17.88.060.B.3](#), "Nonresidential Construction", and [17.88.060.C](#), "Floodways", of this chapter.

(2) When Base Flood Elevation (BFE) data is provided but no floodway data has been provided in accordance with the provisions of this title, require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, 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.

(3) 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.

f. Records and Information to Be Obtained and Maintained:

- (1) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (2) Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted in accordance with the provisions of Article III, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of Ketchum's mapping needs.
- (3) 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.
- (4) Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection 17.88.050.D.3.b of this section, 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.
- (5) For all new or substantially improved floodproofed structures:
 - (A) Verify and record the actual elevation (in relation to mean sea level); and
 - (B) Maintain the floodproofing certifications as required by this ordinance.
- (6) Maintain in perpetuity records on all permits and appeals and report all variances to Federal Insurance Administration.

g. Stream Alterations:

- (1) Notify adjacent communities and all State agencies with jurisdiction over the special flood hazard areas identified in subsection [17.88.040A](#) of this chapter 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.
- (2) 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).
- (3) 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 said watercourse so that the flood carrying capacity is not diminished.

h. 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 .

E. Criteria for Evaluation of Applications: The criteria of floodplain development permit applications shall be as follows:

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 twenty-five foot (25') 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 twenty-five foot (25') Riparian Zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this title, 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 of Ketchum
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 twenty-five foot (25') Riparian Zone that is degraded, not natural, or which 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 (10') building setback beyond the required twenty-five foot (25') Riparian Zone is encouraged to provide for yards, decks and patios outside the twenty five foot (25') 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 section [17.88.060](#), figures 1 and 2 of this chapter to reference construction details. See Chapter 17.08 of this title for definition of "lowest floor."

- a. In the SFHA where Base Flood Elevations (BFEs) have been determined, the FPE shall be twenty-four inches (24") above the BFE for the subject property; twenty-four inches (24") or two (2) feet is the required freeboard in Ketchum city limits.
 - b. In the SFHA where no BFE has been established, the FPE shall be at least two (2) 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.
 - 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 of Ketchum street standards; access for emergency vehicles has been adequately provided for by limiting flood depths in all roadways to one foot (1-ft) or less during the 1% annual chance event.
 13. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.
 14. (Stream alteration.) The proposal is shown to be a permanent solution and creates a stable situation.
 15. (Stream alteration.) No increase to the one percent (1%) annual chance flood elevation at any location in the community, based on hydrologic and hydraulic analysis performed in accordance with standard engineering practice and has been certified and submitted with supporting calculations and a No Rise Certificate, by a registered Idaho engineer.
 16. (Stream alteration.) The project has demonstrated No Adverse Impact or has demonstrated all impacts will be mitigated.
 17. (Stream alteration.) 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.
 18. (Stream alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.
 19. (Stream alteration.) 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.
 20. (Stream alteration.) 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.
 21. (Wetlands) Where development is proposed that impacts any wetland the first priority shall be to move development from the wetland area. 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.

F. Conditions: Conditions of approval may include, but not be limited to:

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.
 2. 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 in accordance with the approved plans, shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work.
 3. 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.
 4. Maintenance and monitoring plan for projects including stream alteration and Riparian Zone alterations.
 5. Bond or surety guarantee for work occurring on city-owned parcels.
- G. Terms Of Approval: The term of a Floodplain Development Permit shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or 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 for a building permit (if required) with the Ketchum Building Department during the twelve (12) month term. Once a building permit (if required) has been issued, the approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth below, failure to file a complete building permit application (if required) for a project in accordance with these provisions shall cause said approval to be null and void. The provisions of this section shall apply to those approvals obtained on or after September 24, 2014.
1. Permit Extension: The City may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired approval. The first twelve (12) month extension shall be reviewed by the Administrator. The second twelve (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:
 - a. Whether there have been significant amendments to the City's Comprehensive Plan, special studies, draft or interim floodplain maps, or ordinances which will apply to the subject approval;
 - b. Whether significant land use changes have occurred in the project vicinity which 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;
 - 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.
 2. Basis for Denial of Permit Extension:
 - a. 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.
 - b. Said decision shall be issued in writing.
 - c. No extensions shall be granted for an expired floodplain development permit.

H. Inspection Procedures:

1. For structures located wholly or partially in the regulatory floodplain:

- a. A Building Under Construction Elevation Certificate (FEMA Form 86-0-33) is required after the lowest floor is established.
 - (1) Within seven (7) 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 (7) 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.
 - (2) 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.

- b. 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.

- (1) 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.

- (2) The Finished Construction Elevation Certificate certifier shall provide at least two (2) 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 (2) 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 3" x 3". Digital photographs are acceptable.

2. For waterways review projects:

- a. 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.
- b. 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.

I. Floodplain Development Variance Procedure:

1. General:

- a. The Planning and Zoning Commission as established by the City of Ketchum, hereinafter referred to as the "Commission", shall hear and decide requests for variances from the requirements of this ordinance using the public hearing procedures established in Chapter 17.148, Variances.

- b. The special considerations and conditions for variances contained in this section shall apply in addition to the criteria contained in Chapter 17.148, Variances.
 - c. Generally, variances may be issued for:
 - (1) 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;
 - (2) Functionally dependent facilities, if determined to meet the definition as stated in Article II of this ordinance, provided provisions of Article IV, Section E.8.b, c, and d, 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
 - (3) Any other type of development, provided it meets the requirements of this Section.
 - d. Upon consideration of the factors of subsection 17.88.050.I.2 of this section and the purposes of this article, the Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
2. Considerations: In passing upon such applications, the Commission shall consider all technical evaluations, and all relevant factors and standards specified in other sections herein and:
- a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location as a functionally dependent facility, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The 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;
 - k. The 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;
 - l. Variances shall only be issued in accordance with the guidelines found at section 60.6, code of federal regulations (title 44 CFR), as set forth therein on the effective date hereof; and

m. 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.

3. Conditions for Variance:

- a. Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
- b. Variances shall only be issued prior to development permit approval.
- c. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- e. In addition to the requirements of Chapter 17.12, Variances, a variance for floodplain development regulations contained in this chapter shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public as identified in subsection 17.88.050.I.2 of this section, or conflict with existing local laws or ordinances.
- f. 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.

4. The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

5. Appeals: Any person aggrieved by the decision of the Commission may appeal such decision as described in Chapter 17.144, Appeals.

17.88.060: PROVISIONS FOR FLOOD HAZARD REDUCTION:

A. General Standards: In all Special Flood Hazard Areas the following standards are required:

1. Anchoring:

- a. 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.
- b. All manufactured homes must likewise 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).

2. Construction Materials and Methods:

- a. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage in accordance with the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. 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.

3. Utilities:

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b. 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
- c. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All proposed lots in the subdivision shall have a building site 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, non-residential uses. If fill is proposed to elevate building sites, compensatory storage must be provided in accordance with section 17.88.050.E.10 and 17.88.060.B.10.
- c. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- d. 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.
- e. 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;
- f. All subdivision proposals and other development proposals greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals base flood elevation data. Base flood elevation shall be developed per

FEMA hydrologic and hydraulic analysis methods and prepared by a qualified engineer licensed in the State of Idaho. 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. Per subsection 17.88.050.D.3.d.(3) of this chapter, base flood elevation data and boundaries of the base flood shall be submitted to FEMA through the Conditional Letter of Map Revision (CLOMR) if fill is proposed or Letter of Map Revision (LOMR) process;

g. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met.

h. 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.

5. Review Of Building Permits: Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (subsection [17.88.050.D.3.e.](#) of this chapter), 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 (2') above grade in these zones may result in higher insurance rates.

6. 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 title, 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 in accordance with the provisions of this title.

B. Specific Standards: In all areas of special flood hazard where base flood elevation data has been provided as set forth in subsection [17.88.040.A.3.](#), "Basis For Establishing The Areas Of Special Flood Hazard", or [17.88.050.D.3.e.](#), "Use Of Other Base Flood Data", of this chapter, the following provisions are required:

1. AO Zones: All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.

2. Residential Construction:

a. 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.

b. 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 twenty four inches (24").

c. 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 must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria (see figures 1, "Preferred Crawl Space Construction", and 2, "Below Grade Crawl Space Construction", of this section and FEMA Technical Bulletin 11 for further information:

(1) A minimum of two (2) 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 (2) walls to

permit entry and exit of floodwaters. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

- (2) The bottom of each flood vent opening shall be no higher than either one foot (1') above the interior grade or shall be no higher than one foot (1') above the exterior adjacent grade.
- (3) Engineered flood vents are required.
- (4) Portions of the building, utilities, and machinery located below the base flood elevation shall be constructed with material resistant to flood damage.
- (5) The interior grade of a below grade crawl space (see figure 2, "Below Grade Crawl Space Construction", of this section) shall not be more than two feet (2') below the exterior lowest adjacent grade (LAG).
- (6) 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 (4') at any point.
- (7) 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.
- (8) The velocity of floodwaters at the site should not exceed five (5) feet per second for any crawlspace.

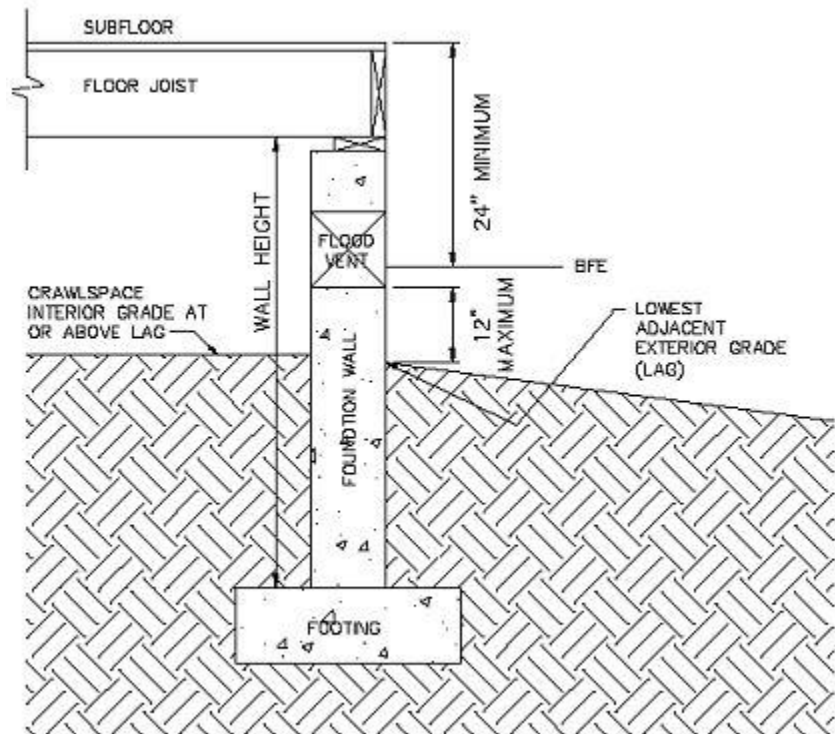


FIGURE 1
PREFERRED CRAWL SPACE CONSTRUCTION

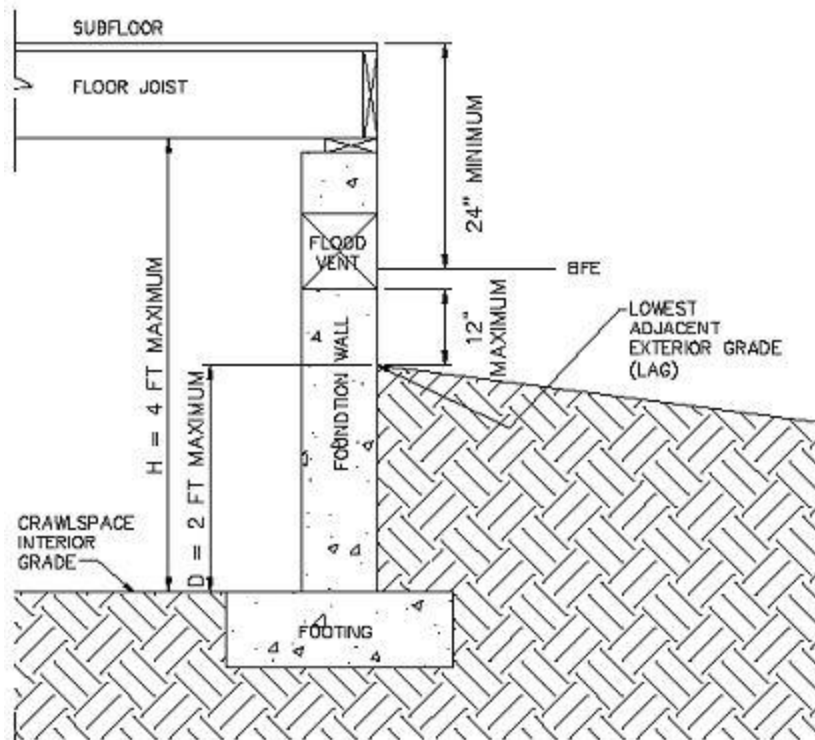


FIGURE 2
BELOW GRADE CRAWL SPACE CONSTRUCTION

Note: A below grade crawl space shall be subject to higher flood insurance rates through the NFIP.

3. Nonresidential Construction:

a. 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 :

- (1) Watertight with walls substantially impermeable to the passage of water;
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- (3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this article 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 subsection [17.88.050D3c\(2\)](#) of this chapter, along with the operational plan and inspection and maintenance plan;
- (4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection B2c of this section; and
- (5) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1 foot below that level).

- b. All new construction and substantial improvement of nonresidential structures within AO zones shall:
- (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least twenty four inches (24") higher than the depth number specified in feet on the FIRM; or
 - (2) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in subsection B3a of this section.
4. **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 twenty four inches (24") above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection A1b of this section.
5. **Recreational Vehicles:** All recreational vehicles to be placed on a site within zones A1-30, AH, and AE shall meet the requirements of subsection B4 of this section, or be placed on the site for less than one hundred eighty (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.
6. **Critical Facilities:**
- a. 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).
 - b. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available.
 - c. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet (3') above BFE or to the height of the 500-year flood, whichever is higher.
 - d. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.
 - e. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.
7. **Temporary Non-Residential Structures.** Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must 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:
- a. a specified time period for which the temporary use will be permitted. Time specified may not exceed six (6) months, renewable up to one (1) year;
 - b. the name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - c. the time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);
 - d. a copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

- e. designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
- f. Temporary structures in the floodway must provide a Hydraulic and Hydrology Analysis along with a No-Rise Certification.

8. 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 in accordance with this title, and the following criteria shall be met:

- a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);
- b. Accessory structures shall not be temperature-controlled;
- c. Accessory structures shall be designed to have low flood damage potential;
- d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- e. Accessory structures shall be firmly anchored in accordance with the provisions of Section 17.88.060.A.1;
- f. All utility equipment and machinery, such as electrical, shall be installed in accordance with the provisions of Section 17.88.060.A.3; and
- g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Flood Protection Elevation in conformance with the provisions of this title.
- h. Accessory structures not used solely for parking, access, and storage must be elevated per this title.
- i. An accessory structure with a footprint less than 200 square feet and is a minimal investment of \$7,500 and satisfies the criteria outlined in a - g above is not required to provide the elevation certificate per this title.

9. Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- a. 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);
- b. 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;
- c. 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.
- d. Tank inlets, fill openings, outlets and vents shall be:

- i. 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
- ii. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

10. 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:

- a. 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 one hundred (100) year water surface profiles;
- b. Be hydraulically connected to the source of flooding; and
- c. Provide compensatory storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins.
- d. The newly created storage area shall be graded and vegetated to allow fish access during flood events without creating fish stranding sites.

17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A

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 Section 17.88.060.A shall apply:

- A. The BFE used in determining the Flood Protection Elevation (FPE) shall be determined based on the following criteria:
 1. 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 ordinance and shall be elevated or floodproofed in accordance with standards in Sections 17.88.060.A and B.
 2. 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 Sections 17.88.060.B. and 17.88.090.
 3. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data. Such Base Flood Elevation (BFE) data shall be adopted by reference in accordance with Section 17.88.040.A.3 and utilized in implementing this ordinance. 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.
 4. 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 (non-residential) to two feet (2.0 ft.) 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 Section 17.88.060.B shall also apply.

17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodways.

A. 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 Sections 17.88.060.A and B; 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.

17.88.090: Standards for Floodways.

Areas designated as floodways located within the Special Flood Hazard Areas established in Section 17.88.040.A.3. 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 17.88.060.A and B, shall apply to all development within such areas:

- A. New residential structures and residential substantial improvements are prohibited in the floodway.
- B. All encroachment, including fill, new construction, substantial improvements, residential structures, and other developments shall be prohibited, except for the following:
1. Roads and bridges necessary to connect areas outside of the special flood hazard area;
 2. Utilities;
 3. Recreational pathways and open space;
 4. Flood control and stormwater management facilities;
 5. Boat ramps or river access;
 6. Wildlife habitat improvements;
 7. Stream restoration and bank stabilization constructed in accordance with a Floodplain Development Permit;
 8. 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 Article V, Section E of this ordinance.
 9. Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 17.88.090 of this ordinance.
 10. 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, which encroach into regulated floodways, shall meet the limitations of Section 17.88.090 of this ordinance. 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.
 11. 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 Section 17.88.090 of this ordinance.
 12. 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 Section 17.88.090 of this ordinance

C. Encroachments in the floodway are only allowed if:

1. All development shall comply with all applicable flood hazard reduction provisions of this ordinance 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
2. Requirements of a No Adverse Impact statement and a No-Rise Certification, with accompanying analysis, are met; or

3. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

17.88.100: Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH)

A. Areas designated as shallow flooding areas have special flood hazards associated with base flood depths of one (1) to three (3) 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 sections of this title, all new construction and substantial improvements shall meet the following requirements:

1. 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 (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified.
2. Non-residential 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 in accordance with this chapter.
3. Accessory structure (appurtenant structure) (sheds, detached garages, etc.)
 - a. Used solely for parking, and storage:
 - (1) 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 (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified; or
 - (2) 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 17.88.060.B.2.c.
 - b. Not used solely for parking, and storage
 - (1) Shall be elevated per 17.88.060.B.2 and 17.88.060.B.3.
4. Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.
5. Hazardous Velocities: Where hazardous velocities are noted on the FIRM, proper construction techniques and methods shall be used to mitigate the effects of the velocities.

17.88.110: Floodplain Development Permit Exemptions and Irrigation Activities and Development:

A. Activities that do not require a floodplain development permit:

Consistent with Idaho Code §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.

B. General Irrigation Floodplain Development Permit:

1. Upon review of the proposed activities and projects, the Floodplain Administrator will assess whether or not they fall, in whole or in part, under the GIFD permit, and whether any components require an individual permit and notify the applicant in writing accordingly.

The Floodplain Administrator shall advise the applicant or project sponsor of their assessment via written notice (email is preferable). The Floodplain Administrator shall maintain a copy of all proposed project notifications and responses.

2. GIFD permit does NOT include the following types of development activities and projects:

- a. Fill, except as outlined in the examples below;
- b. new construction, or replacements that do not meet the in-kind definition;
- c. activities or projects that trigger any requirement found in the local floodplain management or NFIP regulations; and
- d. activities or projects that increase flood damage and/or increase exposure to flood hazards.

3. GIFD permit activities and projects:

- a. Dredging and grading of irrigation and drainage channels, provided that fill from dredging or grading is not deposited on the banks of channels or anywhere within the regulatory floodway or SFHA for longer than 10 days.
- b. Seasonal grading within natural stream channels to check or direct water into irrigation facilities (i.e. earthen “push-up dams” and “wing dams”).
- c. Deposition of fill within the SFHA for less than 10 days. After 10 days, deposited fill must be removed from the SFHA, or graded and compacted to existing grade within ± 0.2 feet. Deposition of fill includes deposition of material resulting from grading or excavating irrigation or drainage channels. Deposition of fill within the mapped floodway requires an individual permit.
- d. Construction of new underground utilities that do not permanently alter the topography. Excess soil from new pipes larger than 2 feet in diameter must be disposed of outside the regulatory floodway and SFHA.
- e. In-kind replacement of irrigation and drainage works or components including but not limited to control gates or head gates, measuring devices and their housing structures/stilling wells, culverts, pumps, pipes, flumes, siphons and similar works. GIFD permits cannot authorize the In-kind replacement of dams or bridge structures.
- f. New driveways, trails, sidewalks, roads and streets constructed completely at-or-below existing grade.
- g. New underground utilities that do not permanently alter the existing grade elevations by ± 0.5 feet.

- h. Armoring, stabilizing, securing, or in-kind replacement of existing infrastructure within the channel banks (such as bridge piers, sewer/utility supports and storm water/sewer drainage outfalls/headwalls) provided the dimensions (bank slopes, channel location, channel elevation) of the channel are not altered. This should not involve replacement with larger or additional above ground infrastructure.
- 4. Floodplain Development Permits: An individual permit is required for all other permitted activities and projects within the regulatory floodway and SFHA that do not meet the requirements of a GIFD permit.

17.88.120: ENFORCEMENT AND PENALTIES FOR VIOLATION:

A. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations.

B. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$300 or imprisoned for not more than six (6) months. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Ketchum from taking such other lawful actions as is necessary to prevent or remedy any violation.

C. The provisions of this article shall be enforced by one or more of the following methods:

- 1. Requirements of floodplain development permit;
- 2. Requirements of building permit;
- 3. Inspection and ordering removal of violations;
- 4. Criminal liability;
- 5. Injunction; and
- 6. Civil enforcement.

D. Enforcement shall further be administered according to [chapter 17.156](#) of this title. (Ord. 1135, 2015)

The following Sections remain the same:

17.88.130: Title

17.88.140: Guidelines

17.88.150: Procedure

17.88.160: Application For Emergency Stream Bank Stabilization

17.88.170: Action Upon Submittal Of Stream Bank Stabilization Application

17.88.180: Site Inspection

17.88.190: Basis For Denial Of An Emergency Stream Bank Stabilization Permit

17.88.200: Conditions Of Emergency Stream Bank Stabilization Approval

17.88.210: Enforcement

17.88.220: Title

17.88.230: Guidelines

17.88.240: Procedure

17.88.250: Application For Emergency Riparian Alteration

17.88.260: Action Upon Submittal Of Emergency Riparian Alteration Application

17.88.270: Site Inspection

17.88.280: Basis For Denial Of An Emergency Riparian Alteration Permit

17.88.290: Conditions Of Emergency Riparian Alteration Approval

17.88.300: Enforcement

17.88.310: Title

17.88.320: Guidelines

17.88.330: Procedure

17.88.340: Application

17.88.350: Action Upon Submittal Of Emergency Application

17.88.360: Conditions Of Emergency Application Approval

17.88.370: Uses Permitted

17.88.380: Use Restrictions

17.88.390: Application For Temporary Flood Control Barriers

17.88.400: Enforcement

EXHIBIT C

PUBLICATION SUMMARY OF ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, ZONING REGULATIONS, SECTION 17.08.020, TERMS DEFINED; REPEALING AND REPLACING ARTICLE I, FLOOD DAMAGE PREVENTION, OF CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY ZONING DISTRICT (FP); ADOPTING A NEW ARTICLE I, FLOOD DAMAGE PREVENTION; AMENDING CHAPTER 17.88, FLOODPLAIN MANAGEMENT, OVERLAY ZONING DISTRICT (FP), ARTICLES II – IV TO RENUMBER SECTIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1214 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2020, is as follows:

- SECTION 1.** Amends Section 17.08.020, Terms Defined, to repeal, adopt new, and revise definitions related to floodplain development activities.
- SECTION 2.** Amends Chapter 17.88, Floodplain Management Overlay Zoning District, Article I, Flood Damage Prevention, to repeal the prior Article I and replace it with a new Article I that aligns with the state of Idaho’s model floodplain ordinance, National Flood Insurance Program regulations, and best management practices for floodplain development.
- SECTION 3.** Amends Chapter 17.88, Floodplain Management Overlay Zoning District, Articles II-IV, to renumber each section to account for additional new sections added to Article I.
- SECTION 4.** Establishes a savings and severability clause.
- SECTION 5.** Established a repealer clause.
- SECTION 6.** Provides for publication by summary.
- SECTION 7.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp, Deputy City Clerk

Article I. Flood Damage Prevention

17.88.010: Statutory Authorization and Findings of Fact

17.88.020: Statement Of Purpose

17.88.030: Methods Of Reducing Flood Losses

17.88.040: General Provisions

17.88.050: Administration

17.88.060: Provisions For Flood Hazard Reduction

17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A

17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodway

17.88.090: Standards for Floodways

17.88.100: Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH)

17.88.110~~70~~: Enforcement And Penalties

17.88.010: STATUTORY AUTHORIZATION AND FINDINGS OF FACT:

A.- Statutory Authority: The Legislature of the State of Idaho, pursuant to Idaho Code §§ 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 Council of the City of Ketchum Idaho does hereby ordain as follows:

B1. The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation which 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.CB. These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard which increase flood heights and velocities, and ~~when inadequately anchored, damage uses in other areas by development that is~~ uses that are inadequately floodproofed, elevated, anchored, or otherwise protected from flood damage ~~also contribute to the flood loss.~~

3.DC. The Big Wood River, ~~and~~ its tributaries, and their associated floodplains in Ketchum are important to the ~~well-being~~ well-being of ~~our its~~ citizens as they provide a source of recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water, as well as other economic and lifestyle values.

BED. The studies listed below are hereby adopted as the primary sources of flood hazard analysis:

1. "Flood Insurance Study (FIS) for Blaine County, Idaho and Incorporated Areas", Flood Insurance Study 16013CV001A and 16013CV002A, dated November 26, 2010, and any amendments thereto;
2. 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 amendments thereto; and

3. Other flood hazard studies, as may be adopted by the City, will be utilized in determining flood hazard.

4. Additionally, other flood hazard analysis sources as determined by the City Engineer, Floodplain Manager, or other expert hired by the City may be utilized.

CFE. Regulations pertaining to development on property affected by the one percent (1%) annual chance flood (100-year flood), as defined herein, are necessary in addition to those of the underlying zoning district in order to promote the health, safety, and welfare of the citizens of and visitors to the City of Ketchum, Idaho. ~~(Ord. 1135, 2015)~~

G. Local government units have the primary responsibility for planning, adopting, and enforcing land use regulations to accomplish proper floodplain management.

17.88.020: STATEMENT OF PURPOSE:

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:

- A. To protect human life, health, safety, property, and welfare;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To 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. To 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 blight-damaged areas;
- G. To ensure that potential buyers and leaseholders are notified that property is in an area of special flood hazard or riparian areazone, where the regulations of this ordinance apply;
- H. To ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions.
- I. To ensure potential buyers of property in an area of special flood hazard are notified.
- J. To allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;
- K. To 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;

- ~~LK~~. To protect, preserve and enhance the waterways and floodplains as a recreation resource;
- ~~ML~~. To provide a formal procedure for stream alteration permit applications;
- ~~NM~~. To restrict or prohibit uses which are injurious to health, safety, or property in times of flood, which result in environmental damage, or that cause increased flood heights or velocities; and
- ~~ON~~. To 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. (Ord. 1135, 2015)

17.88.030: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this ~~section~~ chapter includes methods and provisions for:

- A. Restricting or prohibiting ~~uses~~ development which ~~are~~ is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, ~~or~~ flood heights, or velocities;
- B. Requiring that uses ~~necessary for general health, safety and welfare of citizens~~ vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction, at time of ~~substantial damage or~~ substantial improvement, and throughout their intended life span;
- C. ~~Preserving and restoring~~ Controlling the alteration of natural floodplains, stream channels, and natural protective barriers that carry and store flood waters. ~~which help accommodate or channel floodwaters;~~
- D. Controlling, filling, grading, dredging, and other development which may increase flood damage or erosion; and;
- E. Preventing or regulating the construction of flood barriers which may unnaturally divert floodwaters, or which may increase flood hazards ~~in other areas~~ to any other properties. (Ord. 1135, 2015)

17.88.040: GENERAL PROVISIONS:

- A. Establishment ~~of~~ The Floodplain Management Overlay Zoning District: The floodplain management overlay zoning 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 ~~one percent (1%) annual chance floodplain~~ 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)~~ referred to herein below in addition to the regulations contained in the underlying zoning district.
- 1. Establishment ~~of~~ The Floodway Subdistrict ~~and~~ The Floodplain Subdistrict: The floodplain areas are divided into two (2) subdistricts: the ~~Floodway~~ Subdistrict and the ~~Floodplain~~ Subdistrict.

2. Rules ~~F~~or Interpretation ~~of~~ The Floodplain Management Overlay Zoning District Boundaries ~~and~~ The Floodway Subdistrict ~~and~~ The Floodplain Subdistrict Boundaries: The floodplain management overlay zoning district boundaries are represented on the official zoning map of the city. ~~However, the precise intermediate regional flood (IRF) location shall be determined by a site survey and elevations as interpreted from the adopted flood insurance rate map and the flood insurance study.~~

~~a.~~ All land within the external boundary of the ~~one percent (1%) annual chance floodplain~~ Special Flood Hazard Area (SFHA) and all parcels with any portion thereof affected by said ~~one percent (1%) annual chance floodplain~~ SFHA shall be considered to be within the ~~Floodplain~~ Management ~~Overlay~~ Zoning district ~~and the Floodplain Subdistrict.~~ ~~governed thereby in addition to the underlying zoning district.~~ The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.

~~b.~~ All land within the external boundary of the regulatory floodway and all parcels with any portion ~~thereof~~ thereof affected by said floodway shall be considered to be within the Floodway Subdistrict. ~~The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.~~

3. Basis For Establishing ~~T~~he Areas Of Special Flood Hazard ~~and~~ Floodway: The areas of special flood hazard identified by the ~~F~~ederal ~~I~~nsurance ~~A~~ddministrator ~~a~~tion in a scientific and engineering report entitled "The Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas" with accompanying ~~D~~igital ~~F~~lood ~~I~~nsurance ~~R~~ate ~~M~~aps (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land which has been or will be annexed into the city limits of the ~~C~~ity of Ketchum, Idaho, since the adoption of said study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this article. The ~~FIS and FIRM~~ flood insurance studies are on file at the office of the ~~C~~ity ~~C~~lerk, ~~e~~City ~~H~~all, 480 East Avenue North, Ketchum, Idaho.

~~a.~~ At the Administrator's discretion, the precise one percent (1%) annual chance floodplain (Special Flood Hazard Area), floodway, and 0.2% annual chance floodplain (500-year floodplain) ~~intermediate regional flood (IRF) locations shall be determined by a site survey and elevations as interpreted from the adopted~~ Flood Insurance Rate Map and the Flood Insurance Study.

B. Establishment ~~of~~ Waterways ~~Design Review Subdistrict~~ Review District: The city hereby makes the following findings of fact with regard to establishing a ~~W~~aterways ~~D~~esign ~~R~~evue ~~S~~ubdistrict District:

1. Flooding is aggravated by the collection of debris upstream of ~~the many~~ channel obstructions located in ~~the~~ floodplain areas. Such obstructions include, ~~but are not limited to,~~ bridges, fences, houses, ~~and~~ trees, ~~etc.~~ The accumulation of debris ~~can has resulted~~ in significantly higher water surface elevations ~~and~~ flooding to beyond limits of the SFHA shown on the FIRMs upstream from the obstructions. ~~than would otherwise be expected. Obstructions can and tend to cause flooding to extend beyond anticipated FEMA one percent (1%) annual chance flood boundaries at points of debris accumulation which cannot be predicted.~~

2. ~~All~~ Structures located ~~roughly~~ within the limits of the 0.2 percent annual chance (500-year) floodplain ~~of the Big Wood River may be~~ are subject to inundation ~~and damages, if not direct impact by the channel itself, during smaller flood events such as the of return frequencies of ten (10) or to twenty (20) year event s due to.~~ This is due to the ~~potential of the tendency of the~~ channel to change direction abruptly, often cutting a totally new channel in a few hours, during high flows. high water periods. In particular,

~~this risk affects adjacent to the Big Wood River, which is This is due to the because the Big Wood River being is wide and, flat with a and has~~ relatively shallow channel in many areas.

3. 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 (1%) annual chance flood.
4. 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 structure or other development since the FEMA one percent (1%) annual chance boundary was determined, the ability of the floodplain to function as originally assumed changes.
5. Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property, and often to the detriment of the natural stream. Methods often by destroying or greatly altering fish and wildlife habitat, and by unnaturally armoring the banks of the waterways to prevent erosion, or and, thus, cause future damages to manmade structures.

6. The Waterways Review District is not indicated on the zoning map due to the nature of how the boundaries are established. The Waterways Review District is defined as parcels containing lands that are within twenty-five feet (25') of the mean high water mark of the Big Wood River, Trail Creek, and Warm Springs Creek and any and all channels, having year round or intermittent flow, thereof; these lands area also known as the Riparian Zone regulated by the City of Ketchum. Some parcels of land may be located within the Waterways Design Review Subdistrict and contain Riparian Zone but may not contain 1% annual chance floodplainSFHA, 0.2% annual chance floodplain, floodway, or the channel of the river. Nevertheless, if a parcel contains land that is within twenty-five feet (25') of the mean high water mark of a waterway, said parcel is within the Waterways Design Review subdistrict and is subject to riparian regulations.

~~7. a-~~ The purposes for which said subdistrict is established are as follows:

- ~~(1)a.~~ To guide development adjacent to waterways toward the most appropriate building envelope for its particular site;
- ~~b.(2)~~ To minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;
- ~~c.(3)~~ To review development plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;
- ~~d.(4)~~ To provide for the stewardship, maintenance and/or enhancement of the Riparian Zone and riparian environment, including wildlife habitat along waterways;
- ~~e.(5)~~ To carry out the provisions of the comprehensive plan as well as health, safety, and welfare with regard to properties adjacent to waterways;
- ~~f.(6)~~ To warn that City review and approval is not going to prevent flooding and that flooding may occur;

~~g. (7)~~ To advise of flood hazards and studies and options available;

~~h. (8)~~ To review ~~drainage/~~obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development; ~~and~~

~~i. (9)~~ To review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation; ~~and~~

~~j. (10) To provide regulations for the Riparian Zone-~~

~~8.b.~~ The Waterways ~~Design-Review~~ Subdistrict-District is hereby established and shall be defined as including all those parcels of property within the City limits lying adjacent to or within twenty five feet (25') of the mean high water mark of the Big Wood River, Trail Creek, and Warm Springs Creek and any and all channels, having year round or intermittent flow, thereof. All such channels are considered Waterways for the purpose of defining and regulating the Riparian Zone.- The area along the banks of any waterway that is within twenty-five feet (25'), measured horizontally from the mean high water mark, is the Riparian Zone regulated by this ordinance.

~~9e.~~ "Development", as defined in section 17.08.020 of this title, and construction or placement of buildings or structures, including additions to any such structures or buildings existing- (insert date of ordinance adoption) at the effective date hereof, and landscaping changes within the Riparian Zone for parcels under development with new structures and parcels developed with structures after November 20, 1989, upon real property within the Waterways Design Review Subdistrict shall ~~be subject to design review and shall~~ require said approval under section 17.88.050 of this article, prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity.

~~d. Applications for floodplain development permits and waterways design review shall be made according to this chapter.~~

C. Uses Permitted and Prohibited: Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the Floodplain Management Overlay Zoning District and the Waterways Review District are those which 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: Encroachments in the floodway, including fill, new construction, substantial improvements, ~~or and~~ other development ~~is are~~ prohibited unless certification, with supporting calculations and a No-Rise Certification, by a registered professional ~~hydraulic~~ engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. ~~and~~

~~a. Uses Permitted: Uses permitted~~ within the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and public safety (such as streambank stabilization materials) ~~materials, and gravel extraction~~; provided,

that the use/encroachment meets the approval of the Federal Emergency Management Agency and national flood insurance program and does not jeopardize the City's participation in the national flood insurance program.

~~b. Uses Prohibited: All other uses are prohibited. New residential structures and residential substantial improvements are prohibited in the floodway.~~

2. If ~~subsection D1~~section 17.88.040.D.1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of section 17.88.060, "Provisions For Flood Hazard Reduction", of this article.
 3. No use of restricted use chemicals or soil sterilants will be allowed within one hundred feet (100') of the mean ~~high water~~high-water mark on any property within the City limits at any time.
 4. No use of pesticides, herbicides, or fertilizers will be allowed within ~~twenty five~~twenty-five feet (25') of the mean high water mark on any property within the City limits unless approved by the City Arborist.
 5. All applications of herbicides and/or pesticides within one hundred feet (100') of the mean high water mark, but not within twenty five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
 6. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall, unless otherwise approved by the City Arborist.
 7. The application of dormant oil sprays and insecticidal soap within the Riparian Zone may be used throughout the growing season as needed.
 8. 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.
- D. General Notice ~~and Disclosure Requirements~~Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the Floodplain Management Overlay Zoning District, the following notice regulations and requirements are hereby adopted for all real property and structures located within said district:

1. Subdivision Plats:

a. All subdivision plats shall identify and designate the ~~one percent (1%) annual chance floodplain boundary~~Special Flood Hazard Area, the 0.2% annual chance floodplain boundary, and 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.

b. All subdivision plats shall contain a plat note including a certification by a registered surveyor that the boundaries were established consistent with the FIRM ~~map~~ 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 a floodway or floodplain is regulated by the Article 1. Flood Damage Prevention of the Ketchum City Code.

c. All subdivision 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.

d. ~~2-~~All subdivision plats shall contain ~~a note~~~~note(s)~~ that refers to the required twenty five foot (25') setback from all waterways called the Riparian Zone in which no development is permitted, and require that riparian vegetation shall ~~be maintained~~remain in its natural state for the protection and stabilization of the riverbank. Any modifications to riparian vegetation, including, and that removal of trees or other vegetation ~~will be~~shall only be considered and approved as part of the function of waterways design review as set forth in section 17.88.050 of this article.

e. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the 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 which runs through the proposed subdivision.

f. United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent ~~bench~~ benchmark shall be identified and shown on the plat.;

23. Building Permits:

a. Preconstruction Elevation Certificate Required: Prior to issuance of any building permit for a structure located partially or wholly within the one percent (1%) annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the City of Ketchum building inspector. ~~The elevation certificate form shall be made available from the City.~~

b. Building Under Construction Elevation Certificate - Foundation and Lowest Floor: ~~An~~The Elevation Certificate certificate shall again be completed by the owner and/or his/her agents and submitted to the City upon completion of the foundation and construction of the lowest floor. See Section 17.88.050.H.1.a for detail.

c. Finished Construction Elevation Certificate Required; ~~An Elevation Certificate shall and~~ again be completed and submitted to the City prior to issuance of a certificate of occupancy or a final inspection by the building inspector to evidence the as built elevation of the lowest floor ~~including basement~~. See Section 17.88.050.H.1.b. for detail.

4. Real Estate Sales and Leasing Disclosures: Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or lease a parcel of real property and/or structure that contains 1% annual chance floodplain, floodway, or frontage on a waterway, within said district shall provide the prospective purchaser or leaseholder with written notice that said real property and/or structure is located within ~~said district~~the Floodplain, Floodway, and/or Waterways Design Review subdistrict and that structures and land are subject to the regulations of this ordinance.

5. Floodplain Acknowledgement Authorization Required: Prior to issuance of any floodplain development permit, the property owner or his or her authorized agent shall acknowledge by executed written affidavit that said property is located within the one percent (1%) annual chance floodplain as defined herein and that a violation of the terms of this article shall cause the City to seek legal remedies.

6. 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 (5') 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.

E. Compliance: No structure or land shall hereinafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Should the regulations specified in any other ordinance of Ketchum be less restrictive, the regulations of this section shall apply.

F. Abrogation ~~and~~ And Greater Restrictions: This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance or section herein, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent or greater restrictions shall prevail.

G. Interpretation: In the interpretation and application of this section, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the Governing Body; and
3. Deemed neither to limit nor repeal any other powers granted under State Statutes.

H. Warning ~~and~~ And Disclaimer ~~of~~ 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 thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder. (Ord. 1190, 2018: Ord. 1135, 2015)

17.88.050: ADMINISTRATION:

A. Establishment Of Floodplain Development Permit: A floodplain development permit shall be obtained through an application provided by the City prior to issuance of a building or excavation/grading permit for any and all ~~"development"~~ development, as defined in section 17.08.020, within the Floodplain Management Overlay District, including subdivision preliminary plat approval, and the Waterways Review District, as defined in section 17.08.020 of this title, and construction, including "stream alteration", as

~~defined herein in Chapter 17.08 of the zoning code, within the Floodplain Management Overlay District established in subsection 17.88.040A of this article.~~

~~B. Establishment Of Waterways Design Review Permit: Approval of waterways design review permit, as either a stand-alone permit or in conjunction with a Floodplain Development Permit, shall be obtained prior to issuance of a building or excavation/grading permit and prior to commencement of construction for any and all "development" defined in section 17.08.020 of this title within the Waterways Design Review Subdistrict as defined in subsection 17.88.040B of this article.~~

~~BE. Applications and Submittals: Applications shall be made on forms furnished by the City and may be made simultaneous with Land Use applications (such as Conditional Use Permits, Lot Line Shifts, and Preliminary Plats) for Design Review as required by Chapter 17.96 of the zoning code, where applicable, and prior to application for a building permit. In order for an application to be determined to be complete, the application shall contain the following information and any all information required by the application form furnished by the city and any additional information which may be reasonably required by the Administrator or commission during the course of application review.:~~

~~1. Engineer, owner of property, applicant if different than owner, address, phone, e-mail address, etc.~~

~~2. Fees as set by resolution of Council.~~

~~3. Vicinity map.~~

~~4. Site plan(s), drawn to scale, prepared and certified by a registered land surveyor, Professional Engineer, architect or landscape architect showing:~~

~~a. Nature, location, dimensions, and elevations of lot, including one foot one foot (1') contours.~~

~~b. Location of existing and proposed structures, fill, storage of materials, drainage facilities and infrastructure.~~

~~c. For the linear distance 300' upstream and downstream of the subject property, location of existing channels and ditches and other significant natural features, boundaries of regulatory floodway and regulatory special flood hazard area floodplain as delineated on the FIRM or other flood map determined by this title, including intermediate regional flood (IRF), flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined by this title, Base Flood Elevation where provided, and other site specific information from the studies referred to in subsection 17.88.040A3 of this article.~~

~~d. Location and elevations of adjacent streets, water supply and sewer lines, including private wells and/or septic systems.~~

~~e. Elevation of the lowest floor (including basement) of all structures, utility equipment, and machinery existing and proposed partially or wholly located in the one percent (1%) annual chance floodplain, including elevation to which any structure has been or will be floodproofed.~~

~~f. Existing vegetation and proposed landscape plan, including identification of sizes and types of trees and other plants to be saved or, removed, and/or planted.~~

~~g. Identification of the Riparian Zone and the "mean high water mark", as defined in section 17.08.020 of this title.~~

~~h. For the linear distance 300' upstream and downstream of the subject property, Location of previous stream alterations upstream, downstream and along both banks from subject lot.~~

~~i. Former, existing, and new location of any watercourse that will be altered or relocated as a result of proposed development;~~

~~i. Location of drainageways intermittent and year round~~year round~~ including potential overflow channels or channel movement.~~

~~j. Proposed excavation or landfill including resulting slopes or grades for the building pad(s), driveways, and any other element of the proposed development where excavation or fill will take place.~~

~~k. Drainage plan including off site~~offsite~~ improvements such as borrow ditches and culverts and including a plan for on and off site improvements to provide for unobstructed conveyance of floodwaters.m~~

~~5.l. 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 (5') or greater, the building owner shall sign a nonconversion 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.~~

~~6. Proposed landscape plan, including identification of sizes and types of trees and other plants to be saved, removed, and/or planted.~~

~~7. Grading and drainage plan indicating existing and proposed contours with quantities of cut and fill specified.~~

~~85. Written Description of proposed development.~~

~~96. Specifications for building construction and materials, floodproofing, and proposed flood vents if applicable. filling, grading, dredging, channel improvement/changes and utilities.~~

~~107. Pre Construction Elevation Certificate, prepared by a licensed surveyor or engineer for any proposed and/or floodproofing certification prepared by a professional engineer for any existing and proposed residential and/or nonresidential structures located partially or wholly within the one percent (1%) annual chance floodplain. Said floodproofing methods shall meet the criteria in subsection 17.88.060B of this article.~~

~~11. Elevation Certificate, prepared by a licensed surveyor or engineer, for any existing structure located partially or wholly within the one percent (1%) annual chance floodplain that is proposed to be altered.~~

~~12. Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:~~

~~a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all structures;~~

~~b. Elevation in relation to mean sea level to which any non-residential structure in Zone A, AE, AH, AO, or A1-30 will be floodproofed; and~~

~~c. Elevation in relation to mean sea level to which any proposed utility equipment and machinery will be elevated or floodproofed.~~

~~13. Floodproofing certification prepared by a professional engineer for any existing and proposed nonresidential structures located partially or wholly within the one percent (1%) annual chance floodplain that are proposed to be floodproofed, if applicable. If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-33) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures will be required prior to Certificate of Occupancy/Completion. Said floodproofing methods shall meet the criteria in subsection 17.88.060B of this article.~~

~~14. Foundation Plan prepared by a licensed engineer. The Foundation Plan shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:~~

~~a. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation, or on columns/posts/piers/piles/shear walls); and~~

~~b. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article V, Section A.8.b. when solid foundation perimeter walls are used in Zones A, AE, AH, AO, and A1-30.~~

~~158. Copy of conditional letter of map revision amendment based on fill (CLOMRA-F) application for any proposed fill in the floodplain on a single lot or parcel. A CLOMRA-F approval shall be obtained from FEMA prior to issuance of a floodplain development permit and a LOMR-F based on surveyed as-built conditions shall be submitted to FEMA after construction.~~

~~16. Usage details of any enclosed areas below the lowest floor.~~

~~17. Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.~~

~~18. Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of this ordinance are met.~~

~~199. Copies of applications sent to the U.S. Army Corps of Engineers (USACE) and Idaho Department of Water Resources (IDWR) and approvals from each agency; USACE and IDWR approvals shall be obtained prior to issuance of a stream alteration permit (stream alteration only). USACE and IDWR approvals shall be obtained prior to issuance of a stream alteration permit.~~

~~20.10. Cross section of proposed work (stream alteration only).~~

21. HEC-RAS computer model input files (stream alteration only).

2211. Length of stream to be worked, type of work to be done, type of equipment to be used and starting and completion dates of work (stream alteration only).

2312. A valley cross section showing stream channel, floodway limits, elevations of adjacent land areas, intermediate regional flood (IRF), 1% annual chance and 0.2% annual chance floodplain limits, proposed development, and mean high water information and a profile showing the slope of the bottom of the channel or flow line of the stream may be required upon review of all other material submitted (stream alteration only).

2413. A no net rise certificate (“No Rise Certificate”), including supporting calculations, prepared by registered professional hydraulic engineer for any work proposed in the regulatory floodway and/or any in-stream or streambank alteration (stream alteration only).

25. Certification of no adverse impact: Development within the Special Flood Hazard Areas 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 of Ketchum, 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 of Ketchum.

25. All information required by Section 17.88.060, Provisions for Flood Hazard Reduction.

D. Duties ~~and~~ Responsibilities: The Planning and Building Director, or his or her designee, is the Administrator of Title 17, Ketchum Municipal Code and is hereby appointed to responsible for administer~~ing~~ and implement~~ing~~ this article in accordance with its provisions.

1. Administrative Review and Noticing: The Administrator shall have the authority to consider and approve, approve with conditions, or deny applications for floodplain development permits and for waterways design review, as required herein.

a. For applications approved administratively the Administrator shall provide written notice of said application to owners of property within three hundred feet (300') of the external boundaries of the land being considered. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application.

(1) When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be used in lieu of mailed notice. Said alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

2. Commission Review and Noticing: If the Administrator determines that a project cannot be approved administratively, the Ketchum Planning and Zoning Commission shall consider and approve, approve with conditions, or deny applications for floodplain development permits as required herein, for waterways design review as required herein and for stream alterations, ~~at a duly noticed meeting.~~

a. Criteria for sending applications to the Planning and Zoning Commission includes:

(1) New development proposed within the floodway;

(2) Stream alteration projects containing riprap;

(3) Stream alteration projects including gravel extraction;

(4) ##

ba. For applications reviewed by the Planning and Zoning Commission the application shall be noticed for a public hearing in accordance with Idaho Code 67-6509.

~~The Administrator shall provide written notice of said application to owners of property within three hundred feet (300') of the external boundaries of the land being considered. When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be used in lieu of mailed notice. Said alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application.~~

3. Specific duties and responsibilities of the Administrator shall include, but are not limited to:

a. Permit Review:

(1) 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 Design ~~Review~~ District herein.

~~(2) Review all building permit, floodplain development permit and design review applications to determine that the permit requirements of this section have been satisfied.~~

~~(23) 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.~~

~~(34) Review all floodplain development permit applications to determine that the proposed development meets the requirements of this ordinance, and is project shall be reasonably safe from flooding, and.~~

~~(4) for projects within the floodway review applications to ensure the proposal does not cause adverse impacts or any adverse impacts are mitigated as demonstrated by a No Adverse Impact statement provided by the applicant.~~

and if the proposed development adversely affects the velocity of flow and the flood carrying capacity of the area of special flood hazard. For the purposes of this section, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot (1') at any point.

~~(45) Review proposed development, whether by building permit, floodplain development permit, or waterways design review to assure that all necessary permits have been obtained from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act, as amended, or by wide area agencies, prior to issuing a development permit. Other agencies may include 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.~~

~~(6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, submit copies of such notifications to FEMA and assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.~~

~~(55) Prevent encroachments into floodways unless the certification and flood hazard reduction provisions contained in this title are met.~~

~~(66) Review plans to verify public utilities are constructed in accordance with the provisions of this title.~~

b. Inspections:

~~(1) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain 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 Floodplain 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.~~

~~(2) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her 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.~~

c. Stop-Work for Violations in Progress and Permit Revocation:

~~(1) Work with the Building Official to issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, 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.

- (2) 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.
- (3) 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.

d. Coordination and Communication with Federal Agencies:

- (1) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- (2) Notify, in riverine situations, adjacent communities and state and federal agencies in accordance with Section 17.88.050.D.3.g.
- (3) 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 in accordance with this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.
- (4) 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 flood plain management regulations for a particular area. In order that all ~~FHBM's and~~ FIRM's 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 flood plain management regulatory authority.
- (5) The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

eb. Use Of Other Base Flood Data:

- (1) When base flood elevation data has not been provided in accordance with subsection [17.88.040.A.3](#), "Basis For Establishing The Areas Of Special Flood Hazard", of this chapter, the Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway

data available from a Federal, State, or other source in order to administer subsections [17.88.060.B.2](#), "Residential Construction", [17.88.060.B.3](#), "Nonresidential Construction", and [17.88.060.C](#), "Floodways", of this chapter.

(2) When Base Flood Elevation (BFE) data is provided but no floodway data has been provided in accordance with the provisions of this title, require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, 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.

(3) 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.

fe. Records and Information To Be Obtained and ~~And~~ Maintained:

(1) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(2) Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted in accordance with the provisions of Article III, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of ~~Ketchum~~your community's mapping needs.

(3) 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.

(4) Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection [17.88.050.D.3.b](#) of this section, 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.

(5) For all new or substantially improved floodproofed structures:

(A) Verify and record the actual elevation (in relation to mean sea level); and

(B) Maintain the floodproofing certifications ~~required in subsection C7 of this section~~ as required by this ordinance.

~~(3) Maintain in perpetuity for public inspection all records pertaining to the provisions of this section.~~

(6) Maintain in perpetuity records on all permits and appeals and report all variances to Federal Insurance Administration.

gd. Alteration ~~of~~ Watercourses:

(1) Notify adjacent communities and all State agencies with jurisdiction over the special flood hazard areas identified in subsection [17.88.040A](#) of this chapter 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.

~~(2) 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).~~

~~(3) 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 said watercourse so that the flood carrying capacity is not diminished.

~~he.~~ 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 [subsection I of this section](#).

E. Criteria ~~F~~for Evaluation ~~Of~~ Applications: The criteria of floodplain development permit applications, waterways design review applications, and stream alteration permit applications shall be as follows:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel unless approved through the streambank alteration process.
2. Preservation ~~, or~~ enhancement , or restoration of riparian vegetation and wildlife habitat, ~~if any,~~ along the stream bank and within the required minimum twenty five twenty-five foot (25') ~~setback or R~~riparian Zone. Proposal includes vegetation within the twenty-five foot (25') Riparian Zone that is degraded, not natural, or which does not promote bank stability.
3. No temporary construction activities, encroachment or other disturbance into the twenty five twenty-five foot (25') Rriparian Zone, including encroachment of below grade structures, shall be allowed at any time without written City approval per the terms of this title chapter.
4. No permanent development ~~, other than development by the City of Ketchum or development required for emergency access,~~ shall occur within the twenty five twenty-five foot (25') Rriparian Zone with the exception of approved stream stabilization work and restoration work associated with permit issued under this title or exceptions as described below.

~~a. Access to a property where no other primary access is available; The Administrator may approve access to property where no other primary access is available.~~

~~a.b. Emergency access required by the Fire Department;~~

~~c. A single defined Private pathways and/or staircases shall not lead into or through the riparian zone unless deemed necessary by the Administrator for the purpose of providing access to the river channel and in order to mitigate multiple undefined social paths;~~

d. Development by the City of Ketchum-

~~4. A landscape plan and time frame shall be provided to restore any vegetation within the twenty fivetwenty five foot (25') Riparian Zone that is degraded, not natural or which does not promote bank stability.~~

5. 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.

6. Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. ~~Floodwater carrying capacity is not diminished by the proposal.~~ 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.

7. Floodwater carrying capacity is not diminished by the proposal.

~~87.~~ Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not negativet adverse.

~~98.~~ Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback beyond the required twenty-five foot (25') Riparian Zone is encouraged to provide for yards, decks and patios outside the twenty five foot (25') Riparian Zone.

~~109.~~ The top of the lowest floor of a building located in, or partially within, the ~~one percent (1%) annual chance floodplainSFHA~~ shall be at or above the Flood Protection Elevation (FPE), a minimum of twenty four inches (24") above the base flood elevation of the subject property. (See section [17.88.060](#), figures 1 and 2 of this chapter.)

a. In the one percent (1%) annual chance floodplainSFHA where Base Flood Elevations (BFEs) have been determined, the FPE shall be twenty-four inches (24") above the base flood elevation for the subject property; twenty-four inches (24") or two (2) feet is the required freeboard in Ketchum city limits.

b. In the one percent (1%) annual chance floodplainSFHA where no BFE has been established, the FPE shall be at least two (2) feet above the highest adjacent grade.

~~110.~~ The backfill used around the foundation in the 1% annual chanceSFHA 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.

b. ~~AA~~ CLOMRA-F shall be obtained prior to placement of any additional fill in the floodplain.

~~121~~. All new buildings located partially or wholly within the 1% annual chance floodplain~~SFHA~~ shall be constructed on foundations that are ~~approved~~ designed by a licensed professional engineer.

~~132~~. Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for by limiting flood depths in all roadways to one foot (1-ft) or less during the 1% annual chance event.

~~143~~. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.

~~154~~. (Stream alteration.) The proposal is shown to be a permanent solution and creates a stable situation.

~~165~~. (Stream alteration.) No increase to the one percent (1%) annual chance flood elevation floodplain at any location in the community, based on hydrologic and hydraulic analysis performed in accordance with standard engineering practice and upstream or downstream has been certified and submitted, with supporting calculations and a No Rise Certificate, by a registered Idaho hydraulic engineer. ~~and a No Rise Certificate has been submitted.~~

17. (Stream alteration.) The project has demonstrated No Adverse Impact or has demonstrated all impacts will be mitigated.

~~1876~~. (Stream alteration.) 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.

~~1987~~. Where development is proposed that impacts any wetland, first priority shall be to move development from the wetland area. Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with an equal-comparable amount and/or quality of new wetland area or riparian habitat improvement.

~~20198~~. (Stream alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.

~~21019~~. (Stream alteration.) 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.

~~2210~~. (Stream alteration.) 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.

F. Conditions: Conditions of approval may include, but not be limited to:

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.

2. 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 ing licensed in Idaho demonstrating that the project was constructed in accordance with the approved plans, shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work (stream alteration).
 3. Other permits (i.e., Idaho Department of Water Resources and U.S. Army Corps of Engineers) shall be obtained by the applicant prior to commencement of construction.
 4. 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.
- G. Terms Of Approval: The term of floodplain development permit, waterways design review or stream bank alteration approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or upon appeal, the date the approval is granted by the Planning and Zoning Commission, subject to changes in zoning regulations. Application must be made for a building permit (if required) with the Ketchum Building Department during the twelve (12) month term. Once a building permit (if required) has been issued, the approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth below, failure to file a complete building permit application (if required) for a project in accordance with these provisions shall cause said approval to be null and void. The provisions of this section shall apply to those approvals obtained on or after September 24, 2014.

1. Permit Extension: The City may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired approval. The first twelve (12) month extension shall be reviewed by the Administrator. The second twelve (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:

- a. 1. Whether there have been significant amendments to the City's Comprehensive Plan, special studies, draft or interim floodplain maps, ~~Downtown Master Plan~~ or ordinances which will apply to the subject approval;
- 2-b. Whether significant land use changes have occurred in the project vicinity which 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;
- 3-c. Whether hazardous situations have developed or have been discovered in the project area; or
- 4-d. Whether community facilities and services required for the project are now inadequate.

2. Basis for Denial of Permit Extension:

- a. 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.
- b. Said decision shall be issued in writing.

c. No extensions shall be granted for an expired floodplain development permit or waterways design review approval.

H. Inspection Procedures:

1. For structures located wholly or partially in the regulatory floodplain:

~~a. Upon completion of the foundation and placement of the lowest floor, but prior to construction of exterior walls, or floodproofing by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized to certify such information in the State, and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. A City Planner and the building inspector shall perform a site inspection to verify the conditions noted on the elevation and/or floodproofing certificates. A Building Under Construction Elevation Certificate (FEMA Form 86-0-33) is required after the lowest floor is established.~~

~~(1) Within seven (7) 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 (7) 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.~~

~~(2) 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.~~

~~b. The Floodplain Administrator shall review the lowest floor elevation and/or floodproofing certificates. Should these documents be found not in conformance with the requirements of this chapter, the permit holder shall immediately cease further work and shall correct any deficiencies. Failure of the permit holder to submit the surveyed elevation and/or floodproofing certificate, and failure to correct said deficiencies required hereby, shall be the cause to issue a stop work order for the project.~~

~~be. Prior to final building permit inspection and issuance of a certificate of occupancy, it shall be the duty of the permit holder to submit to the Floodplain Administrator a final construction, as built, complete FEMA elevation certification and/or as built floodproofed elevation certification per the procedures outlined in subsections H1a and H1b of this section. A planner and the building inspector shall perform a site inspection to verify the conditions noted on the elevation and/or floodproofing certificates. 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.~~

~~(1) 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.

(2) The Finished Construction Elevation Certificate certifier shall provide at least two (2) 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 (2) 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 3" x 3". Digital photographs are acceptable.

2. For waterways ~~design~~-review projects:

a. 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 waterways design review plans and that all conditions of approval have been satisfied.

b. 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 ~~per~~ the approved waterways design review plans and that all conditions of approval have been satisfied. The site visit shall be documented with a written memo to the application file.

I. Floodplain Development Variance Procedure:

1. General:

a. The Planning and Zoning Commission as established by the City of Ketchum, hereinafter referred to as the "Commission", shall hear and decide requests for variances from the requirements of this ordinance using the public hearing procedures established in Chapter 17.148, Variances.

b. The special considerations and conditions for variances contained in this section shall apply in addition to the criteria contained in Chapter 17.148, Variances.

c. Generally, variances may be issued for:

(1) 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;

(2) Functionally dependent facilities, if determined to meet the definition as stated in Article II of this ordinance, provided provisions of Article IV, Section E.8.b, c, and d, 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

(3) Any other type of development, provided it meets the requirements of this Section.

~~new construction and substantial improvements to be erected on a lot of one-half ($\frac{1}{2}$) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided subsection 12 of this section has been fully considered. As the lot size increases beyond the one-half ($\frac{1}{2}$) acre, the technical justification required for issuing the variance increases.~~

~~db.~~ Upon consideration of the factors of subsection 17.88.050.1.2 of this section and the purposes of this article, the ~~Commission~~Administrator may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ~~article~~chapter.

2. Considerations: In passing upon such applications, the ~~Administrator~~Commission shall consider all technical evaluations, and all relevant factors and standards specified in other sections herein and:
- a. The danger that materials may be swept onto other lands to the injury of others;
 - b. ~~Whether the structure is designed, constructed and placed upon the lot to minimize flood damage exposure and minimize the effect upon it~~ The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location as a functionally dependent facility, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program for that area;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The 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;
 - k. The 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;
~~and~~
 - l. Variances shall only be issued in accordance with the guidelines found at section 60.6, code of federal regulations (title 44 CFR), as set forth therein on the effective date hereof; and-
 - m. 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.

3. Conditions ~~for~~ Variance:

a. Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.

b. Variances shall only be issued prior to development permit approval.

~~Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the national register of historic places or the Idaho historic sites inventory, without regard to the procedures set forth in the remainder of this article.~~

~~c.~~ Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

~~d.~~ Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

~~e.~~ A variance shall only be issued upon:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public as identified in subsection 17.88.050.1.2 of this section, or conflict with existing local laws or ordinances.

~~f.~~ 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.

~~f. 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.~~
g. The City of Ketchum will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

~~g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such~~

~~action will have low damage potential, complies with all other variance criteria, except subsection 13a of this section, and otherwise complies with subsections 17.88.060A1 and A2 of this chapter.~~

~~4. Appeals: Any person aggrieved by the decision of the Commission may appeal such decision as described in Chapter 17.144, Appeals.~~

~~a. Appeals From Planning And Zoning Administrator: An appeal from any order, requirement, decision or determination of the planning and zoning administrator made in the administration or enforcement of this article 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 planning and zoning commission by filing a notice of appeal in writing with the office of the planning and zoning administrator of the city in the manner prescribed herein:~~

~~(1) Action Required By The Planning And Zoning Administrator: The planning and zoning administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the commission the original of all papers constituting the record in the case, together with the order, requirement, decision or determination of the planning and zoning administrator. The planning and zoning administrator shall maintain in perpetuity the records of all appeals and report any variances to the federal insurance administration upon request.~~

~~(2) Hearing And Notice: The commission shall, following receipt of the planning and zoning administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the planning and zoning administrator, and to any other affected person, as defined in 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) Authority Of Commission: Upon hearing the appeal, the commission shall consider the record, the order, requirement, decision or determination of the planning and zoning administrator and the notice of appeal, together with oral presentation by the appellant and the planning and zoning administrator. The commission may affirm, reverse, or modify, in whole or in part, the order, requirement, decision or determination of the planning and zoning administrator.~~

~~(4) Decision By Commission: The commission shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written findings of fact and conclusions of law separately stated. The commission 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.~~

~~b. Appeals From Planning And Zoning Commission: An appeal from any order, requirement, decision or determination of the commission made in the administration or enforcement of this article 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 city council by filing a notice of appeal in writing with the office of the planning and zoning administrator of the city in the manner prescribed herein:~~

~~(1) Action Required By The Planning And Zoning Administrator: The planning and zoning administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the~~

~~council the original of all papers constituting the record in the case, together with the order, requirement, decision or determination of the commission. Upon written request of the appellant or any affected person, as defined in Idaho Code section 67-6521, as that section may be amended from time to time, and the advance payment of the cost thereof, a verbatim transcript of the commission proceedings shall be prepared and transmitted to the council. The planning and zoning administrator shall maintain the records of all appeals and report any variances to the federal insurance administration upon request.~~

~~(2) Hearing And Notice: The council shall, following receipt of the planning and zoning administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the commission, and to any other affected person, as defined in 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) Authority Of Council: Upon hearing the appeal, the council shall consider only matters which were previously considered by the commission as evidenced by the record, the order, requirement, decision, or determination of the commission and the notice of appeal, together with oral presentation by the appellant and the commission. The council may affirm, reverse, or modify, in whole or in part, the order, requirement, decision or determination of the commission. Furthermore, the council may remand the application to the commission for further consideration with regard to specific criteria stated by the council.~~

~~(4) Decision By Council: The council shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written findings of fact and conclusions of law separately stated. The 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.~~

~~c. Time For Filing Appeals: All appeals permitted or authorized by this article shall be taken and made in the manner and within the time limits as follows: The written notice of appeal shall be filed before five o'clock (5:00) P.M. of the fifteenth calendar day after the order, requirement, decision or determination of the planning and zoning administrator has been made or after findings of fact have been approved by the commission, whichever is applicable. The failure to physically file a notice of appeal with the planning and zoning administrator of the city within the time limits prescribed by this subsection 14c shall be jurisdictional and shall cause automatic dismissal of such appeal.~~

~~d. Fee For Appeals: A fee equal to the expense of giving notice as required by subsection 14a(2) or 14b(2) of this section, as applicable, shall be paid within two (2) days after receipt from the planning and zoning administrator of the amount thereof. In the event the fee is not paid as required, the appeal shall not be considered filed.~~

~~e. Notice Of Appeal; Form And Contents: The notice of appeal shall be in writing and in such form as shall be available from the Office of the Planning and Zoning Administrator, which shall require to be set with specificity all bases for appeal, including the particulars regarding any claimed error or abuse of discretion. (Ord. 1190, 2018; Ord. 1186, 2018; Ord. 1170, 2017; Ord. 1135, 2015)~~

17.88.060: PROVISIONS FOR FLOOD HAZARD REDUCTION:

A. General Standards: In all ~~areas of Special Flood Hazard Areas~~, the following standards are required:

1. Anchoring:

- a. 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.
- b. All manufactured homes must likewise 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).

2. Construction Materials ~~and~~ Methods:

- a. ~~All structural and nonstructural building materials utilized at or below the base flood elevation must be flood resistant. Flood damage resistant materials must be used for all building elements subject to exposure to floodwaters, including floor joists, insulation, and ductwork. If flood damage resistant materials are not used for building elements, those elements must be elevated above the base flood elevation. This requirement applies regardless of the expected or historical flood duration. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage in accordance with the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.~~
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. ~~Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. 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.~~

3. Utilities:

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b. 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
- c. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals:

a. All subdivision proposals shall be consistent with the need to minimize flood damage;

b. All proposed lots in the subdivision shall have a building site 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, non-residential uses. If fill is proposed to elevate building sites, compensatory storage must be provided in accordance with section xxxx.

~~b.c.~~ All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

d. 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.

ee. 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 amount of runoff under 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;

ed. All subdivision proposals and other development proposals greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals base flood elevation data. Base flood elevation shall be developed per FEMA hydrologic and hydraulic analysis methods and prepared by a qualified engineer licensed in the State of Idaho. 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. Per subsection 17.88.050.D.3.d.(3) of this chapter, base flood elevation data and boundaries of the base flood shall be submitted to FEMA through the Conditional Letter of Map Revision (CLOMR) if fill is proposed or Letter of Map Revision (LOMR) process;

~~d. Require that base flood elevation data be provided or generated for all subdivision and PUD proposals. Base flood elevation shall be developed per FEMA hydrologic and hydraulic analysis methods and prepared by a qualified engineer licensed in the State of Idaho. United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent bench mark shall be identified and shown on the plat; and~~

e. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met.

f. 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.

5. Review Of Building Permits: Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (subsection 17.88.050.D.3.eb. of this chapter), 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 (2') above grade in these zones may result in higher insurance rates.

6. 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 title, 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 in accordance with the provisions of this title.

B. Specific Standards: In all areas of special flood hazard where base flood elevation data has been provided as set forth in subsection [17.88.040.A.3](#), "Basis For Establishing The Areas Of Special Flood Hazard", or [17.88.050.D.3.eb](#), "Use Of Other Base Flood Data", of this chapter, the following provisions are required:

1. AO Zones: All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.

2. Residential Construction:

a. 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 ~~a minimum of twenty four inches (24") above the base flood elevation~~ no lower than the Flood Protection Elevation.

b. 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 twenty four inches (24").

c. 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 must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria (see figures 1, "Preferred Crawl Space Construction", and 2, "Below Grade Crawl Space Construction", of this section [and FEMA Technical Bulletin 11 for further information](#)):

(1) A minimum of two (2) 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 (2) walls to permit entry and exit of floodwaters. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(2) The bottom of each flood vent opening shall be no higher than one foot (1') above the ~~lowest adjacent exterior grade~~ interior or exterior adjacent grade.

- (3) ~~Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters~~Engineered flood vents are required.
- (4) Portions of the building, utilities, and machinery located below the base flood elevation shall be constructed with material resistant to flood damage.
- (5) The interior grade of a below grade crawl space (see figure 2, "Below Grade Crawl Space Construction", of this section) ~~below the base flood elevation~~ shall not be below the BFE and shall not be more than two feet (2') below the lowest adjacent exterior grade.
- (6) 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 (4') at any point.
- (7) 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.
- (8) The velocity of floodwaters at the site should not exceed five (5) feet per second for any crawlspace.

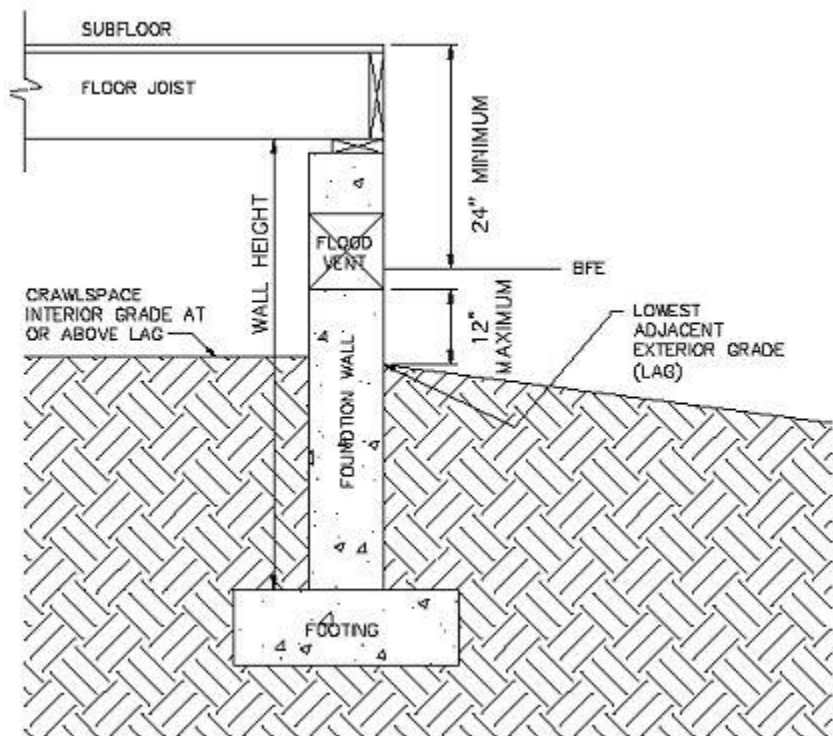


FIGURE 1
PREFERRED CRAWL SPACE CONSTRUCTION

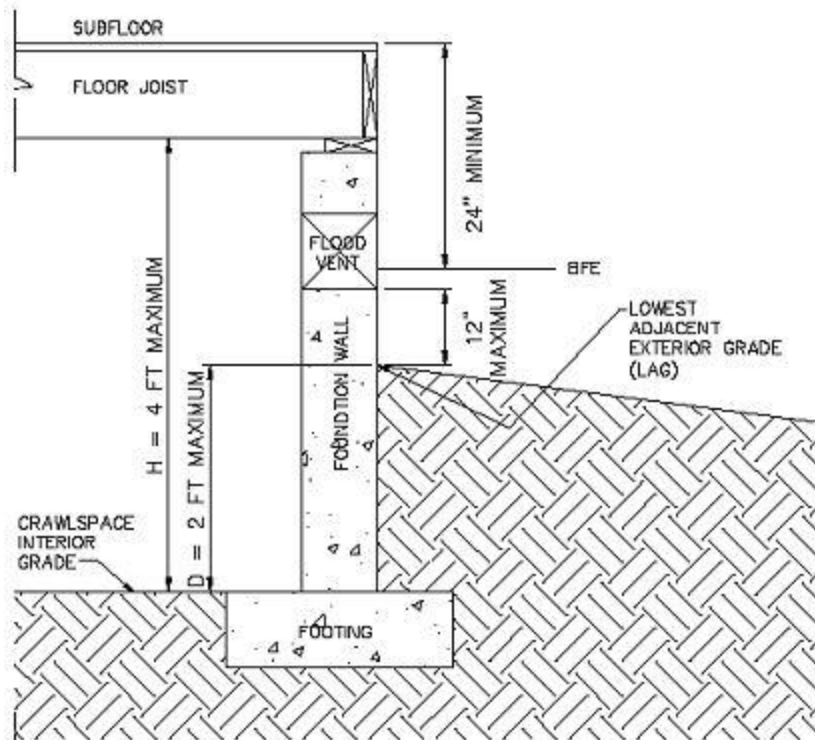


FIGURE 2
BELOW GRADE CRAWL SPACE CONSTRUCTION

Note: A below grade crawl space shall be subject to higher flood insurance rates through the NFIP.

3. Nonresidential Construction:

a. 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 to twenty four inches (24") above the base flood elevation or floodproofed to the Flood Protection Elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, are shall:

- (1) ~~Be floodproofed so that below the base flood level the structure is~~ W watertight with walls substantially impermeable to the passage of water;
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- (3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this article based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator official as set forth in subsection 17.88.050D3c(2) of this chapter, along with the operational plan and inspection and maintenance plan;

(4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection B2c of this section; and

(5) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1 foot below that level).

b. All new construction and substantial improvement of nonresidential structures within AO zones shall:

(1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least twenty four inches (24") higher than the depth number specified in feet on the FIRM; or

(2) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in subsection B3a of this section.

4. 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 twenty four inches (24") above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of subsection A1b of this section.

5. Recreational Vehicles: All recreational vehicles to be placed on a site within zones A1-30, AH, and AE shall meet the requirements of subsection B4 of this section, or be placed on the site for less than one hundred eighty (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.

6. Critical Facilities:

a. 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).

b. Construction of new critical facilities shall be permissible within the SFHA ~~only~~ if no feasible alternative site is available.

c. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet (3') above BFE or to the height of the 500-year flood, whichever is higher.

d. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

e. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible. ~~Critical facilities shall be constructed on properly compacted soil and shall have the lowest floor (including basement) elevated at least twenty four inches (24") above the elevation of the 0.2 percent annual chance flood. A critical facility shall have at least one access road connected to land outside the 0.2 percent annual chance floodplain that meets fire code access requirements. The top~~

~~of the road must be no lower than six inches (6") below the elevation of the 0.2 percent annual chance flood.~~

7. Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must 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:

- a. a specified time period for which the temporary use will be permitted. Time specified may not exceed six (6) months, renewable up to one (1) year;
 - b. the name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - c. the time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);
 - d. a copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 - e. designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
- f. Temporary structures in the floodway must provide a Hydraulic and Hydrology Analysis along with a No-Rise Certification.

8. 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 in accordance with this title, and the following criteria shall be met:

- a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);
- b. Accessory structures shall not be temperature-controlled;
- c. Accessory structures shall be designed to have low flood damage potential;
- d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- e. Accessory structures shall be firmly anchored in accordance with the provisions of Section 17.88.060.A.1;
- f. All utility equipment and machinery, such as electrical, shall be installed in accordance with the provisions of Section 17.88.060.A.3; and

g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Flood Protection Elevation in conformance with the provisions of this title.

h. Accessory structures not used solely for parking, access, and storage must be elevated per this title.

i. An accessory structure with a footprint less than 200 square feet and is a minimal investment of \$7,500 and satisfies the criteria outlined in a - g above is not required to provide the elevation certificate per this title.

9. Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

a. 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);

b. 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;

c. 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.

d. Tank inlets, fill openings, outlets and vents shall be:

i. 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

ii. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

10. 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:

a. 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 one hundred (100) year water surface profiles;

b. Be hydraulically connected to the source of flooding; and

c. Provide compensatory storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins.

d. The newly created storage area shall be graded and vegetated to allow fish access during flood events without creating fish stranding sites.

Floodplain Development Permits Related to Irrigation Activities and Development

~~C. Floodways: Located within areas of special flood hazard established in subsection 17.88.040.A of this chapter are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:~~

~~1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification, with supporting calculations, by a registered professional hydraulic engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.~~

~~2. Uses within the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and gravel extraction; provided, that the use/encroachment meets the approval of the Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) and does not jeopardize the city's participation in the NFIP, national flood insurance program.~~

~~3. New residential structures and residential substantial improvements are prohibited in the floodway.~~

~~2. If subsection C1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.~~

~~53. Be certified by a registered professional engineer, except in an existing mobile home park or existing mobile home subdivision. (Ord. 1135, 2015)~~

17.88.070: Standards for Floodplains without Established Base Flood Elevations – Zone A

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 Section 17.88.060.A shall apply:

A. The BFE used in determining the Flood Protection Elevation (FPE) shall be determined based on the following criteria:

1. 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 ordinance and shall be elevated or floodproofed in accordance with standards in Sections 17.88.060.A and B.

2. 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 Sections 17.88.060.B. and 17.88.090.

3. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data. Such Base Flood Elevation (BFE) data shall be adopted by reference in accordance with Section 17.88.040.A.3 and utilized in implementing this ordinance. 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.

4. 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 (non-residential) to two feet (2.0 ft.) 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 Section 17.88.060.B shall also apply.

17.88.080: Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodways.

A. 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 Sections 17.88.060.A and B; 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.

17.88.090: Standards for Floodways.

Areas designated as floodways located within the Special Flood Hazard Areas established in Article III, Section

B. 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 17.88.060.A and B, shall apply to all development within such areas:

2. ~~Uses within the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and gravel extraction; provided, that the use/encroachment meets 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.~~

3. New residential structures and residential substantial improvements are prohibited in the floodway.

A. ~~All No~~ encroachments, 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.

B. Encroachments in the floodway are only allowed if: ~~shall be permitted unless:~~

1. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; this is a No-Rise Analysis & Certification); or

2. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

B. If 17.88.090.A is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

C. ~~Manufactured homes may be permitted provided the following provisions are met:~~

~~1. the anchoring and the elevation standards of this ordinance; and~~

~~2. the encroachment standards of 17.88.090.A.~~

D. Other Development in regulated floodways:

1. 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 Article V, Section E of this ordinance.

2. Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 17.88.090 of this ordinance.

3. 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, which encroach into regulated floodways, shall meet the limitations of Section 17.88.090 of this ordinance. 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.

4. 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 Section 17.88.090 of this ordinance.

5. 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 Section 17.88.090 of this ordinance

17.88.100: Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH)

A. Areas designated as shallow flooding areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B all other applicable sections of this title, all new construction and substantial improvements shall meet the following requirements:

1. 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 (2) feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified.

2. Non-residential 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 in accordance with this chapter.

3. Accessory structure (appurtenant structure) (sheds, detached garages, etc.)

a. Used solely for parking, and storage:

(1) -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 {insert number} feet, above the highest adjacent grade; or at least two (2) feet above the highest adjacent grade if no depth number is specified; or

(2) 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 17.88.060.B.2.c.

b. Not used solely for parking, and storage

(1) Shall be elevated per 17.88.060.B.2 and 17.88.060.B.3.

4. Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.

5. Hazardous Velocities: Where hazardous velocities are noted on the FIRM, proper construction techniques and methods shall be used to mitigate the effects of the velocities.

17.88.070110: ENFORCEMENT AND PENALTIES FOR VIOLATION:

A. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ~~article~~ chapter and other applicable regulations.

B. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$300 or imprisoned for not more than six (6) months. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Ketchum from taking such other lawful actions as is necessary to prevent or remedy any violation.

C. The provisions of this article shall be enforced by one or more of the following methods:

1. Requirements of floodplain development permit, waterways design review and/or stream alteration permit;
2. Requirements of building permit;
3. Inspection and ordering removal of violations;
4. Criminal liability;
5. Injunction; and
6. Civil enforcement.

DB. Enforcement shall further be administered according to [chapter 17.156](#) of this title. (Ord. 1135, 2015)

17.88.120080: Title

17.88.130090: Guidelines

17.88.140100: Procedure

17.88.150110: Application For Emergency Stream Bank Stabilization

17.88.160120: Action Upon Submittal Of Stream Bank Stabilization Application

17.88.170130: Site Inspection

17.88.180140: Basis For Denial Of An Emergency Stream Bank Stabilization Permit

17.88.190150: Conditions Of Emergency Stream Bank Stabilization Approval

17.88.200160: Enforcement

17.88.210170: Title

17.88.220180: Guidelines

17.88.230190: Procedure

17.88.240200: Application For Emergency Riparian Alteration

17.88.250210: Action Upon Submittal Of Emergency Riparian Alteration Application

17.88.260220: Site Inspection

17.88.270230: Basis For Denial Of An Emergency Riparian Alteration Permit

17.88.280240: Conditions Of Emergency Riparian Alteration Approval

17.88.290250: Enforcement

- 17.88.~~300260~~: Title
- 17.88.~~310270~~: Guidelines
- 17.88.~~320280~~: Procedure
- 17.88.~~330290~~: Application
- 17.88.~~340300~~: Action Upon Submittal Of Emergency Application
- 17.88.~~350310~~: Conditions Of Emergency Application Approval

- 17.88.~~360320~~: Uses Permitted
- 17.88.~~370330~~: Use Restrictions
- 17.88.~~380340~~: Application For Temporary Flood Control Barriers
- 17.88.~~390350~~: Enforcement

Good morning Brittany,

Thank you for giving me the time and updated document to comment on the city's proposed Floodplain Ordinance amendments. There has been a tremendous amount of time and research has been put into these amendments. We are fortunate to have one of the highest state standards for our SAP process and riparian regulations. With the new amendments working to mitigate flooding risk we are enhancing our ability to be resilient with expected climate change, growth, and development. Overall, I am greatly in favor of the strengthening of the ordinance, policies, permit process and enforcement that this document provides to our community. Protecting our floodplain, flood hazard areas (flood ways), riparian and riverine corridors will benefit the watershed and surrounding environment. It will undoubtedly increase our recreational and economic opportunities too! My specific comments are as follows:

- 1) I'm glad to see that the flood ordinance is a topic for policy discussion in the future. Ultimately, I think the watershed, river and community would be best served if floodplain ordinances, regulations, policy, and guidelines are similar throughout the community. The Big Wood River does not have jurisdictions and the more we can manage the river as a whole system the better we will be at not creating up and downstream impacts. When this comes up in the future, I would be advocating for a collaborative multi-jurisdictional approach.
- 2) 17.88.010 E.#3 – Would the Cardno Wood River Atlas flood hazard analysis and digital overlays be a resource for the City of Ketchum? The atlas overlays are a great resource and contain potentially some of our most updated flood overlay information.
- 3) 17.88.040 D.#1 – Is this delineation of 1%, 2% and floodway referring to new plats for subdivisions? Assuming that is the case.
- 4) 17.88.050 C.c – would inclusion of some distance (100-300') upstream and downstream adjacent to the parcel be appropriate here?
- 5) 17.88.050 C.h. – What is the appropriate amount of upstream and downstream distance from parcel that is required for delineating previous stream alterations? By delineating a distance for both C.c and C.h. it would be another step forward in looking at the river holistically and that are impacts are not solely limited to a parcel.
- 6) 17.88.050 D.#1 – When the administrator has sole approval capacity with a permit is there any public notice accompanying the process? I see when it becomes a P/Z process there is public hearing notice. I am hopeful there is a public notice process for both.
- 7) 17.88.050 D.#3 (6) – Assuming this is deleted as it is included in D (2) below. Was it considered duplicative?

Thank you and your staff for the time, energy and thought that these amendments reflect in strengthening one of our greatest resources – the Big Wood River.

Best,

-patti lousen