CITY OF KETCHUM, IDAHO
CITY COUNCIL
Monday, November 03, 2025, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

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

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

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

Join the Webinar: https://ketchumidaho-org.zoom.us/j/81689348020
Webinar ID:816 8934 8020

- Address the Council in person at City Hall.

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

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

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

1. Public Comments submitted

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

2. Recommendation to approve minutes of October 20, 2025, City Council Meeting - City Clerk Trent Donat
3. Authorization and approval of the payroll register - Finance Director Brent Davis
4. Authorization of disbursement of funds from the City's Treasury for the payment of FY2025 bills - Finance Director Brent Davis
5. Authorization of disbursement of funds from the City's Treasury for the payment of FY2026 bills - Finance Director Brent Davis

6. Recommendation to approve Surplus Resolution 25-020 for 2014 Atlas Copco Blower - City Clerk Trent Donat and WRF Division Manager Jeff Vert
7. Recommendation to approve Surplus Resolution 25-021 for 2014 Atlas Copco ZB100 Turbo Blower - City Clerk Trent Donat and WRF Division Manager Jeff Vert
8. Recommendation to approve Surplus Resolution 25-022 for 1985 Hoffman Centrifugal Blower - City Clerk Trent Donat and WRF Division Manager Jeff Vert
9. Recommendation to approve a half-block road closure on 4th Street between Washington Avenue & 1st Street up to and including the alleyway - Director of Community Engagement Daniel Hansen
10. Recommendation to enter into contract 26014 with Blaine County in support of the shared sustainability program - City Administrator Jade Riley
11. Recommendation to approve Memorandum of Understanding 25-014 for historic sculpture installation - Director of Community Engagement Daniel Hansen
12. Recommendation to approve Construction Access Agreement 26991 for 401 Northwood Way related to stream alteration permit - Director of Planning and Building Morgan Landers
13. Recommendation to approve the Sage Mountainside Townhomes Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications - Associate Planner Paige Nied
14. Recommendation to approve Contract for Services 26053 to facilitate sale of Category Local condominiums - Housing Director Carissa Connelly
15. Recommendation to authorize Housing Department to release Ownership and Preservation Program Funds - Housing Policy & Program Strategist Rian Rooney and Housing Program Administrator Liz Vargas
16. Recommendation to Approve a Right-of-Way Encroachment Agreement 26990 between the City of Ketchum and the owner of the property located at 109 Exhibition Boulevard - City Engineer Robyn Mattison

PUBLIC HEARING:

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

NEW BUSINESS:

19. Recommendation to adopt Resolution 25-023 - Travel Policy for Elected Officials - City Administrator Jade Riley
20. Recommendation to approve Housing Action Plan for FY 26 - Housing Director Carissa Connelly
21. Review and discussion of FY 2026 City Work Plan - City Administrator Jade Riley
22. Overview of Fiscal Year 2025 and associated re-budgets/reallocation recommendations - Director of Finance Brent Davis

EXECUTIVE SESSION:

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

ADJOURNMENT:

Dawn Hofheimer

From: Wesley R. Fleuchaus <wfleuchaus@gmail.com>
Sent: Tuesday, October 21, 2025 10:11 AM
To: Participate
Subject: Serenade to River Bridge Striping Idea

Follow Up Flag: Follow up
Flag Status: Completed

Hi,
I listened to the council meeting last night. I was wondering why nobody has considered the option I saw brought up in a Mtn Express letter to the editor recently of having a travel lane that switches direction for each rush hour? This is a commonly implemented solution all over the world and it seems it would solve many of the issues presented last night. We would always have 2 lanes of traffic flowing in the direction required during the busy travel times, and there could even still be room for a turn lane, in this scenario, or instead keeping bike lanes. Thanks for your time.
Wes Fleuchaus
235 Spur Lane Unit 402
Ketchum
703 517 7470

Dawn Hofheimer

From: Malie Kopplin, MD <mkopplin@co.blaine.id.us>
Sent: Monday, October 20, 2025 5:52 PM
To: Participate
Subject: Bridge Lanes

Follow Up Flag: Follow up
Flag Status: Flagged

> Ketchum City Council:
>
> I am writing to voice my support for four lanes over the bridge into Ketchum. As a citizen who drives up and down the valley, the congestion during this construction has been unbearable. To only then have two lanes over the bridge simply moves the bottle neck north and makes all of this suffering for nothing.
>
> As a county official, I am here to say I have serious public safety concerns about having a continued bottleneck at the bridge. We have already seen ambulances having significant delays getting to the hospital or returning to service - and this will only continue as this county grows. There will also inevitably be people peeling off in the gem streets or to the west, increasing congestion in residential areas and having more potential for accidents with pedestrians. Keep in mind that this bottle neck and congestion will not just affect the commuters that come from the south each day - the afternoon congestion backs up into the city of Ketchum, causing severe traffic and delays for all.
>
> We already have a bike path. The four lane plan includes a sidewalk which would allow any cyclists to hop off and walk their bikes across if they choose to ride a bike.
>
> I urge you to make the decision that favors public safety, and deals with the reality of the growth of this county and looks forward, not backward.
>
> Sincerely,
>
> Malie Kopplin, MD
> Blaine County EMS Medical Director
> mkopplin@co.blaine.id.us

Dawn Hofheimer

From: Mike Nicolais <mnicolais@robledriveic.com>
Sent: Monday, October 20, 2025 4:15 PM
To: Participate
Subject: Number of lane issue by the Gem Streets

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it may concern- I understand there is discussion about possibly only having 4 lanes on 75 along the Gem Streets meaning no turn lane. This would make commuting in and out of our homes (I am a Gem Street resident) absolutely miserable and would certainly hurt our property values AND create a dangerous situation. Please do not allow this happen! We must have 5 lanes, not 4 so we can have a turn lane.
Mike Nicolais
104 Garnet Street

Mike Nicolais
Roble Drive Investment Co.
mnicolais@robledriveic.com
214-500-4454
Sent from my iPad

Dawn Hofheimer

From: Erika Blank <erika@studioboden.com>
Sent: Monday, October 20, 2025 3:52 PM
To: Participate
Subject: Public Hearing for Highway 75 Serenade Lane to River

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,
It came to our attention today that there would be a discussion of the lane designation on Highway 75 from serenade to River Streets in Ketchum, I and my business partners would like to add our voice to the option for 4 lanes of traffic, 2 southbound and 2 northbound. As residents of the Wood River Valley with a business in Ketchum we use the highway 75 corridor for our daily commute and to conduct business to and from Ketchum daily. The increased lanes would allow for a less congested commute, as well as making our daily tasks more efficient. No one ever wants to see massive growth in their perfect community, but the reality is we have. And this growth needs to be met in a way that benefits the majority of the community. We hope you will consider this as you make decisions on the lane designations.

Thank you,
Erika Blank

--

ERIKA BLANK
Principal Designer, ASID
LEED, Green Associate

STUDIO BODEN

511 East Ave N

PO BOX 108
Ketchum, ID 83340
208.538.1919 office
www.studioboden.com

Dawn Hofheimer

From: Louise Wilson Noyes <lwn208@gmail.com>
Sent: Tuesday, October 21, 2025 5:02 PM
To: Participate
Subject: Striping

I have read that there is now a 3rd option for lanes over the bridge entering Ketchum. The new idea would only work if it could be adjusted to 2 lanes north in the morning and then 2 lanes south in the afternoon. This is obviously impossible.

I still believe that four lanes is the only viable option. Bicycles do not need a lane on 75, there are other options. (BTW, I am a bike rider.)

And I support expediting next year's construction in any way possible. Yes, it is noisy for a few residents but that does not justify the aggravation the rest of us suffered.

After experiencing the appalling traffic jams this summer - and knowing they will happen again next year - it is foolish to consider anything other than 4 lanes.

Thank you,
--
Louise Wilson Noyes
LWN208@gmail.com

Dawn Hofheimer

From: GEORGE DEMPSEY <flyboycop@aol.com>
Sent: Tuesday, October 21, 2025 7:05 PM
To: Participate
Subject: Road lane Survey

Follow Up Flag: Follow up
Flag Status: Completed

I think the option with the center turn lane would be the best followed by the four lane option. The two lanes with the bicycle lane option is the worst possible idea.
Thanks,

George Dempsey,

Elkhorn

Sent from George Dempsey's iPad

Dawn Hofheimer

From: Sarah Michael <ms.sarahmichael@gmail.com>
Sent: Monday, October 27, 2025 8:12 AM
To: Participate
Cc: Carissa Connelly; Jade Riley; Keith Perry
Subject: BCHA Real Estate Sales

To: Ketchum Mayor and City Council

From: Sarah Michael

Cc: Jade Riley, Carissa Connelly; Keith Perry

Subject: BCHA Real Estate Transactions are complicated

_____

Having managed the sale of three -four BCHA homes as Interim Executive Director of the Blaine County Housing Authority, I found these transactions far more complex and detailed than a regular real estate sale. Fortunately, I worked with Anna Mathieu who is an expert in the details. She knew the formulas for allowable BCHA appreciation, what capital improvements were allowed, did thorough inspections on these, and worked with the BCHA staff on eligible candidates. She is a pro who has spent years becoming an expert in selling a very limited stock of deed restricted homes for below market prices.
The City and the BCHA hires experts and consultants to work in specialties for the best outcome and to avoid mistakes. Anna Mathieu is such an expert and should be considered a consultant, not just someone with a real estate license.
Thank you for your consideration of these comments.
Sarah Michael
Blaine County Housing Authority
Interim Executive Director 2022-23.

(208)721-1593
P.O. Box 3060
Sun Valley, ID 83353

Dawn Hofheimer

From: Michael David <msdavid1@gmail.com>
Sent: Saturday, October 25, 2025 2:58 PM
To: Participate
Subject: Preserving the Character of Ketchum

Follow Up Flag: Follow up
Flag Status: Flagged

"A road diet reallocates a street's space to better serve the community around it and its full range of users.

The needs of our communities evolve over time, and our street design should, too. That's the idea behind a road diet (also known as rightsizing)—reconfiguring the layout of a street to better serve the people who use them, whether they're commuters driving, shoppers walking, or children bicycling. Across the country, communities large and small are achieving impressive safety, mobility, and community outcomes by implementing such reconfigurations…"

Or we can do the opposite…Ketchum & ITD are "wrongsizing" instead of rightsizing. Wrongsizing to hopefully save commuters 16 seconds of travel time.

Please take a moment to read this and reconsider the decision to permanently have a 4-lane highway bisecting the Reinheimer Ranch as the gateway into Ketchum.

https://www.pps.org/article/a-placemakers-primer-on-road-diets

Sincerely,

Michael David
Ketchum Worker, South of Bellevue Resident
208-450-9178

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Tuesday, October 28, 2025 1:18 AM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; dustin.stone@haileycityhall.org; Juan Martinez; cgiordani@bellevueidaho.us; dshay@bellevueidaho.us; tbergin@bellevueidaho.us; tdavis@bellevueidaho.us; Shaun Mahoney; jobenauf@bellevueidaho.us; Suzanne Wrede; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; mburchmore@sunvalleyidaho.gov; dmadaras@sunvalleyidhaoo.gov; logan.davis@cityofcarey.org; clayton.mecham@cityofcarey.org; Cody.Baird@cityofcarey.org; DAVID.WARTHEN@cityofcarey.org; mdavis@co.blaine.id.us; Angenie McCleary; lmollineaux@co.blaine.id.us; Jim Foudy
Subject: general public comment (for the record of next public meeting): A Civic Reflection: "The Last King — An American Reflection on Power, Truth, and the Courage to Question"
Attachments: THE LAST KING oct 2025.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayors, Council Members, Commissioners, and School District Trustees:

I am submitting the attached essay, *The Last King: An American Reflection on Power, Truth, and the Courage to Question*, for your thoughtful consideration.

This piece was written as a call to renew the habits of inquiry and civic integrity that sustain both liberty and public trust. It challenges us — as citizens and as leaders — to recognize how authority, when left unexamined, can gradually shift from service to control. Its message is not partisan; it is foundational. It reminds us that the preservation of freedom requires consistency, evidence, and the courage to question power in every form, including our own assumptions.

As Blaine County continues to shape its civic and educational future, this reflection may serve as a tool for discussion — in schools, public meetings, and community forums — about the responsibilities of free people in a free republic. The heart of the essay is a simple principle: **"When the inner king is dethroned, no outer tyrant can long survive."**

May the ideas within *The Last King* help strengthen the thoughtful self-governance that defines both our local and national character.

Respectfully,

James Hungelmann

@ The White Room LLC 2025
Ketchum, Idaho

The Last King
An American Reflection on Power, Truth, and the Courage to Question
October 2025

Introduction

Throughout history, the notion of a virtuous ruler—the philosopher-king—has been idealized as the highest form of governance, yet in practice it has never materialized, for unchecked power and unexamined obedience breed the slow decay of freedom.
America was founded on the audacious idea that no human being, however powerful, could claim divine or inherent authority over another's mind or life. "No Kings" was more than a cry of rebellion; it was a moral declaration — that truth and freedom require vigilance, inquiry, and courage.
Yet in an age when power has grown diffuse and disguised—when narratives replace evidence and institutions wield unseen influence—the meaning of "No Kings" demands re-examination and a renewed affirmation. The question is not whether we still reject kings, but whether we still recognize them when they no longer wear crowns.

Historical Rejection of Kings

From the nation's birth, Americans have harbored a deep and principled suspicion of kings. This was rooted not merely in rebellion against a crown, but in a conscious rejection of the psychology of submission. The American experiment rests on the conviction that reason, evidence, and moral conscience — not inherited power — are the rightful governors of human affairs. Across generations, the cry of "No Kings" has echoed whenever people have felt betrayed by those who usurped power or placed themselves above the law.

Across the country this October of 2025, the "No Kings" protests denounce what they describe as autocratic acts of the Trump administration — particularly concerning ICE enforcement, national security, surveillance, and executive overreach. On the surface, the message sounds principled: "We reject authoritarianism."

Selective Outrage and the Modern Crown

The irony—and it is a profound one—lies in the selective outrage of the protesting crowd.
While difficult to acknowledge, the truth is that many of these protesters have effectively cried "Yes, Kings!" many times — enthusiastically complying with, and even defending, some of the most sweeping and constitutionally dubious acts of recent history. Many who now decry authoritarianism once embraced it—so long as it wore the mask of safety, science, or social virtue.

As many foresaw, every component of the COVID narrative has unraveled — beginning with the pardon of Dr. Fauci and extending to the Idaho legislative committee's report on the "COVID response," which

found serious constitutional and legal violations throughout the entire episode; those violations inflicted immense physical, mental, and spiritual harm on the public.

Where was the cry of “No Kings!” when unelected federal agencies brushed aside overwhelming evidence and public opposition to advance corporate projects such as 5G “Fast!”, Roundup (glyphosate), and geoengineering and atmospheric spraying — each marked by denial, deception, and disregard for public health and consent?

For that matter, where was the indignation when U.S. presidents — from the Bushes through Clinton and Obama — launched devastating wars in the Middle East on flimsy or fabricated grounds, resulting in covert regime changes, drone strikes, and the deaths of hundreds of thousands of civilians?

The victimization from these “fascist measures” has been profound, yet silence has too often prevailed — especially when opposition might have prevented mass suffering and the gradual acceptance of a fabricated and managed, punishing reality.

Sketchy Storylines

Much of today’s “No Kings” protest is also fueled by media-crafted imagery that distorts reality. Dramatic ICE footage suggests mass roundups and family separations, yet in most areas of the country experiencing a large influx of undocumented immigrants, enforcement appears minimal at best. Local communities rely on these workers to fill essential roles in agriculture, manufacturing, and service industries. The outrage, then, is often emotionally reactive, shaped more by narrative than by fact.

Many have accepted these storylines uncritically, without even the simplest habit of forensic inquiry — asking questions, comparing claims to evidence, and recognizing inconsistencies. Too often what is missing is not access to information but the will to think freely. Without that discipline, people become vulnerable to manipulation by “experts”—armed with ever more sophisticated tools of deception: AI, CGI, and psychological conditioning. That failure of discernment is the true crisis — one that no protest, no slogan, and no king can cure without self-examination.

The Moral Imperative of Critical Inquiry

Those today shouting, “No Kings!” are not wrong in their instincts. The impulse to resist arbitrary power is noble — proof that the moral circuitry of freedom still lives, that the yearning for truth and justice has not been extinguished, only misdirected. But for this awakening to be genuine, it must be complete. It must include the courage to question not only rulers and institutions, but also the systems, narratives, and habits of belief we have trusted.

To be misled is not a moral failure; it is part of being human. As Mark Twain observed, it is hardest to admit when we’ve been fooled. This is especially the case when a story’s emotional power deepens its depiction of reality in the public mind. Yet the willingness to re-examine what we believe — even when it shatters our pride — is one of the highest acts of integrity.

The real test of citizenship today is not whether we oppose a single king, but whether we are willing to challenge every form of illegitimate or unaccountable power — wherever it hides and whoever wields it.

Failure to question does not preserve innocence; it creates complicity. By refusing to examine the stories that govern us, we become participants in the very machinery of deception we claim to resist. This failure endangers not only liberty but reality itself, eroding discernment and draining moral strength. When the mind's freedom to think and the will's courage to act are surrendered to manufactured consensus, humanity becomes vulnerable to total subjugation — psychological, technological, and moral.

Unless we confront every form of deception, we risk losing liberty and, eventually, even the memory of what it means to be human.

How Tyranny Speaks

When people stop thinking clearly, they soon stop speaking truthfully.
Tyranny rarely begins with armies; it begins with words—with contempt, with slogans that replace thought, and with ridicule that silences inquiry. When language is corrupted, conscience soon follows.

True resistance cannot be selective or partisan. It demands consistency — skepticism toward all power, no matter the office or ideology. Outrage without inquiry is too often loud in protest but silent in compliance, blind to contradiction, and easily swayed by whatever authority shouts the loudest.

The "No Kings" movement must therefore reject not only political tyranny but the deeper habit of surrendering judgment to authority. Today's dominion no longer wears a crown; it conceals itself behind credentials, ideology, and the rhetoric of a so-called "greater good."

The enduring safeguard of liberty lies not in the virtue of rulers, but in the vigilance of the governed.
As Benjamin Franklin warned, only an informed and vigilant citizenry can preserve liberty. Thomas Jefferson reminded us that the price of freedom is eternal vigilance. Their counsel is not a relic of history, but a living demand — to examine not only those in power but our own assumptions.

Mark Twain wrote, "In the beginning of a change, the patriot is a scarce man, and brave, and hated and scorned," but when his cause succeeds, "the timid join him, for then it costs nothing to be a patriot." Each generation faces that same test — when comfort collides with conscience, and silence must yield to courage.

Moreover, to treat others with contempt or condescension for their beliefs is not only an unfortunate collapse of civility and reason, but an act of tyranny itself — shutting down the democratic process of engagement and expression that truth requires. When ego replaces humility, dialogue dies, and the very freedom we claim to defend begins to erode.

As Ayn Rand warned through her novels, the simplification of language — the reduction of complex thought into slogans and repetition like No Kings! — breeds a dangerous conformity. Over time, it cripples independent cognition and fosters a hive mind easily shaped by those who master the machinery of persuasion and deception.

The Discipline of Dissent

To question power is not rebellion; it is the essence of citizenship. A people unwilling to test assumptions and expose contradictions are not free — they are managed. And the management of minds—"government" in its truest sense—is the quietest form of tyranny.

Those who refuse to question become complicit not only in the dismantling of liberty, but in the manipulation of reality itself — of truth, health, and will. Humanity's moral and creative future depends on the courage to think independently and to resist coercion in all its forms.

If the "No Kings" movement stands firmly for evidence and inquiry, it will transcend ridicule and become a legitimate force for civic renewal — protecting truth, health, and freedom. For this reason, the label "conspiracy theorist" must be seen for what it is: an authoritarian weapon to shame and silence independent minds. Like any slur, it seeks to isolate and punish the act of questioning — the very act upon which democracy depends. The danger to liberty lies not in those who ask questions, but in the powers that forbid them.

As more citizens rise to defend open thought and fearless speech, such tactics lose force — and the foundation of truth and human dignity grows stronger. The more people who have the courage to object to deception and domination, the more brightly the light of liberty will burn for generations yet to come.

True freedom requires disciplined inquiry — the courage to verify, to doubt, to see through illusion. Only then does the cry of "No Kings!" become more than defiance; it becomes a living practice of sovereignty, humility, and truth-seeking.

The Most Dangerous King

The cry of "No Kings" must not be shouted only outward, at distant rulers or imagined enemies. It must also be directed inward — toward the mind's submission to fabricated narratives and manufactured consent. The most brutal monarch is not the one who wears a crown, but the one who lives within: the voice that punishes inquiry, condemns dissent as disloyalty, and persuades us that comfort is safer than truth.

A refusal to test one's beliefs and assumptions through reason is a form of inner disorder—a disorientation that breeds both personal and collective delusion. Much of American life has been built upon such unexamined myths — narratives so absurd in their contradictions that they verge on comic-book fantasy. Yet we adapt to them, defend them, and mistake propaganda for truth. In doing so, we deepen our own complicity, placing trust in institutions that have deceived us on matters of the highest consequence.

History offers no shortage of examples: the official story of President Kennedy's assassination — defying forensic logic yet swiftly declared 'settled' — the claim that a man in a cave orchestrated the destruction of the Twin Towers, ushering in decades of surveillance and war; the narrative of COVID — proclaimed as absolute truth while dissenting scientists and health care professionals were censored and due process abandoned. Each followed the same pattern: a crisis followed by an unquestionable story, enforced by ridicule of anyone who asked too many questions.

Any belief system, personal or collective, that clings to certainty and rejects scrutiny is ripe for delusion. When such delusions harden into the shared foundation of a culture, the line between sanity and mass hypnosis vanishes, leaving a nation estranged from reality itself.
To reject all kings, then, is to overthrow the despot within — the one that fears evidence, forbids doubt, and shrinks from courage. Freedom begins when the mind re-examines its own beliefs, is willing to admit error, and stands again in the light of truth, unafraid.

Teaching the Next Generation

This lesson matters most for our youth. They must learn that freedom is not inherited but exercised; that rights are not preserved by slogans, but by evidence, discipline, due process, and tolerance of opposing views. If the next generation learns that inalienable rights can be suspended by fear or decree, those rights will vanish from living memory. But if they learn instead that truth demands proof — and that submission without due process is the seed of tyranny — the flame of liberty will endure.

The revolution that matters most is not waged against a ruler in a palace, but against inner complacency — the quiet surrender that lets falsehood and the demonization of opposing voices rule unchecked.
In the end, the fate of liberty depends not on the rulers we resist, but on the reason we dare to use. When the inner king is dethroned, no outer tyrant can long survive.

CALL TO ORDER: *(00:00:14 in video)*
Mayor Neil Bradshaw called the Ketchum City Council meeting to order at 4:00 p.m.

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

ALSO PRESENT:
Ben Whipple—Director of Public Works
Brent Davis—Director of Finance
Carissa Connelly—Director of Housing
Jade Riley—City Administrator
Morgan Landers—Director of Planning and Building
Rian Rooney—Housing Policy and Program Strategist (remote)
Robyn Mattison—City Engineer (remote)
Trent Donat—City Clerk and Business Manager (remote)
Wally Morgus—Mountain Rides Executive Director (remote)

COMMUNICATIONS FROM MAYOR AND COUNCIL:
Comments and discussion by the Council (*00:00:49 in video)*

CONSENT AGENDA:

12. Recommendation to approve Agreement 26031 for the reroof of the Visitor Center at 491 Sun Valley Road (*00:19:21 in video)*
Presented by: Ben Whipple

Comments and discussion among the Council and staff *(00:19:57 in video)*

14. Recommendation to reclassify two community homes as Category Local
Presented by: Rian Rooney (*00:24:53 in video)*

Comments and discussion among the Council and staff (*00:25:04 in video)*

Motion to approve Consent Agenda item numbers #3 - #18, excluding #14 *(00:34:31in video)*
MOVER: Courtney Hamilton
SECONDER: Amanda Breen
AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano
RESULT: Motion Passes

Comments and discussion among the Council and staff (*00:34:49 in video)*

Motion to recommend reclassifying two community homes as category local *(00:36:02 in video)*
MOVER: Spencer Cordovano
SECONDER: Tripp Hutchinson
AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano
RESULT: Motion Passes

PUBLIC HEARING:
19. Recommendation to hold a public hearing and conduct the first reading of Ordinance 1260 by title only for the consolidation of the City's land development regulations
Presented by: Morgan Landers *(00:38:26 in video)*

Public Hearing Opened (*00:40:40 in video)*
- Ned Burns, Government Affairs Director, Sun Valley Board of Realtors (*00:41:02 in video)*
- Perry Boyle (*00:44:27 in video)*

Public Hearing Closed (*00:45:15 in video)*

Comments and discussion among the Council and staff (*00:45:20 in video)*

Motion to approve Ordinance 1260 with amendments to the Historic Preservation Section and amendments to the decision-making authority of certain subdivision procedures to state that plat amendments shall be reviewed by staff and approved by City Council and minor subdivisions shall be reviewed by staff, reviewed by the Planning Commission with a recommendation to City Council and approved by City Council and that Ordinance 1260 would be read by number and title only, and scheduled for a second reading on November 03, 2025 (*01:16:50 in video)*
MOVER: Amanda Breen
SECONDER: Courtney Hamilton
AYES: Spencer Cordovano, Tripp Hutchinson, Amanda Breen, Courtney Hamilton
RESULT: Motion Passes

Trent Donat read Ordinance 1260 by title only (*01:18:07 in video)*

20. Recommendation to approve a Highway 75 lane configuration striping option (Serenade to River)
Presented by: Ben Whipple *(01:19:25 in video)*

Comments and discussion among the Council and staff (*01:34:20 in video)*

Public Hearing Opened (*01:41:26 in video)*
- Jordan Youngblood (*01:41:35 in video)*
- Ned Burns (*01:42:18 in video)*
- Kiera Keefer (*01:43:14 in video)*
- Paddy McIlvoy (*01:44:17 in video)*
- Johnny Ellison (*01:47:10 in video)*
- Matthew Harrigan (*01:48:47 in video)*
- Jed Gray (*01:49:55 in video)*
- Randi McEntree (*01:52:00 in video)*
- Ira Shapiro (*01:52:32 in video)*
- Steve Riley (*01:55:01 in video)*
- Bob Brandt (*01:56:08 in video)*

- Alaska Zull (*01:57:35 in video)*
- Perry Boyle (*01:58:33 in video)*
- Sean McEntee (*01:59:45 in video)*
- Susie Michael (*02:00:55 in video)*
- Joni Cashman (*02:03:58 in video)*
- Taylor Sundali – remote (*02:04:38 in video)*
- Michael David – remote (*02:08:14 in video)*
- Dick Fenton – remote (*02:10:54 in video)*
- Kathy Carbonetti – remote (*02:13:04 in video)*
- Matthew McGraw – remote (*02:16:17 in video)*

Public Hearing Closed (*02:18:41 in video)*

Comments and discussion among the Council and staff (*02:18:52 in video)*

Motion to approve a letter sent to ITD requesting initial striping option number 1, 2 travel lanes, one northbound, one southbound, and one middle turn (*02:58:24 in video)*
MOVER: Tripp Hutchinson
SECONDER: Courtney Hamilton
AYES: Tripp Hutchinson, Courtney Hamilton
NAYS: Spencer Cordovano, Amanda Breen, Neil Bradshaw
RESULT: Motion Fails

Motion to recommend ITD investigate the EIS impact of moving to option 2 or 3 and return to Council with findings of fact (*03:03:00 in video)*
MOVER: Spencer Cordovano
SECONDER: Amanda Breen
AYES: Spencer Cordovano, Amanda Breen, Neil Bradshaw
NAYS: Courtney Hamilton, Tripp Hutchinson
RESULT: Motion Passes

NEW BUSINESS:
21. Recommendation to review and approve the Limelight Hotel Planned Unit Development Conditional Use Permit Amendment Findings and Development Agreement Amendment
Presented by: Morgan Landers (*03:18:18 in video)*

Motion to approve the Limelight Hotel Planned Unit Development Conditional Use Permit Amendment Findings, conclusions of law, and decision (*03:15:17 in video)*
MOVER: Courtney Hamilton
SECONDER: Amanda Breen
AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw
NAYS: Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

Motion to approve and authorize the Mayor to sign the Limelight Hotel Development Agreement Amendment *(03:17:07 in video)*
MOVER: Amanda Breen
SECONDER: Courtney Hamilton
AYES: Amanda Breen, Courtney Hamilton, Neil Bradshaw
NAYS: Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

22. Quarterly Update and recommendation to approve FY26 contract (26006) for services with Mountain Rides
Presented by: Wally Morgus (*03:17:41 in video)*

Comments and discussion by the Council and staff (*03:25:29 in video)*

Motion to approve FY26 contract (26006) for services with Mountain Rides (*03:46:25 in video)*
MOVER: Tripp Hutchinson
SECONDER: Courtney Hamilton
AYES: Spencer Cordovano, Tripp Hutchinson, Courtney Hamilton, Amanda Breen
RESULT: Motion Passes

23. Tabled due to time constraints

24. Discussion and approval of 141 Bird Drive Rent and Prioritization Policies
Presented by: Rian Rooney (*03:48:00 in video)*

Motion to approve a rent policy for the property, setting rents at $1,100 a month per one bedroom and a certain dollar amount per month, X for the two bedrooms, with $150.00 plus or minus variability based on unit condition *(04:01:03 in video)*
MOVER: Tripp Hutchinson
SECONDER: Spencer Cordovano
AYES: Tripp Hutchinson, Spencer Cordovano
NAYS: Amanda Breen, Courtney Hamilton, Neil Bradshaw
RESULT: Motion Fails

Motion to approve a rent policy for new tenants presented by staff, including setting rent based on tenants' verified income category (*04:02:16 in video)*
MOVER: Courtney Hamilton
SECONDER: Amanda Breen
AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw
NAYS: Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

Motion to approve an eligibility and prioritization policy for new tenants as presented by staff, including prioritizing two apartments for city employees (*04:02:57 in video)*
MOVER: Courtney Hamilton
SECONDER: Amanda Breen
AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw
NAYS: Spencer Cordovano, Tripp Hutchinson
RESULT: Motion Passes

EXECUTIVE SESSION

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

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(f)- To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated (*04:03:24 in video)*
MOVER: Courtney Hamilton
SECONDER: Spencer Cordovano
AYES: Courtney Hamilton, Spencer Cordovano, Tripp Hutchinson, Amanda Breen
RESULT: Motion Passes

Motion to adjourn. *(04:04:34 in video)*
MOVER: Amanda Breen
SECONDER: Courtney Hamilton
AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano
RESULT: Adjourned

_____
Neil Bradshaw, Mayor

ATTEST:

_____
Trent Donat, City Clerk

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes
Invoice.Payment due date = 09/30/2025

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
ADMINISTRATIVE SERVICES					
01-4150-4200 PROFESSIONAL SERVICES					
S & C Associates LLC	3641-3652	ROW Standard Drawings	155.00		0
Total ADMINISTRATIVE SERVICES:			155.00		
PLANNING & BUILDING					
01-4170-4200 PROFESSIONAL SERVICES					
S & C Associates LLC	3641-3652	Development Services	155.00		0
S & C Associates LLC	3641-3652	Snowmelt	155.00		0
S & C Associates LLC	3641-3652	Development Services	1,937.50		0
Loggia Preservation LLC	202509261	Historic Reconnaissance Survey Professional Services	5,512.50	25137	0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
Harmony Design & Engineering	25602	SAP Review	2,136.25		0
Total PLANNING & BUILDING:			9,896.25		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
CITY OF HAILEY	111846108	1/3 Micromobility Work	10,572.83	25192	0
CITY OF HAILEY	111846116	1/3 Micromobility Work	173.13		0
01-4193-6500 CONTRACT FOR SERVICE					
Blaine County Treasurer	4	SUSTAINABILITY COORDINATOR 2025	33,070.00	25029	0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
HDR Engineering, Inc.	1200766763	Stop Sign Study	2,627.75	25121	0
S & C Associates LLC	3641-3652	Engineering Services	255.00		0
Jacobs Engineering Group, Inc.	W3Y27900-009	Miscellaneous On Call Services	11,365.65	25081	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total NON-DEPARTMENTAL:			58,064.36		
FACILITY MAINTENANCE					
01-4194-4200 PROFESSIONAL SERVICES					
Roberts Electric	14380	Rotary Park Pump Labor	150.00		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
SCHINDLER ELEVATOR	4607233851	Elevator Servicing	1,244.49		0
Total FACILITY MAINTENANCE:			1,394.49		
STREET					
01-4310-4200 PROFESSIONAL SERVICES					
SUNSEAL, LTD	2649	Striping center and linear feet layout	700.00		4310033
H PROPERTY SERVICE	8592	Shop Door Repair	2,886.19		4310047
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
Warm Springs Auto Parts LLC	211970	Gear oil	17.50		4310044
Warm Springs Auto Parts LLC	212198	Elbow	13.28		4310044
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
S & C Associates LLC	3641-3652	Leadville Drainage	620.00		4310033
Total STREET:			4,236.97		
Total GENERAL FUND:			73,747.07		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
Idaho Materials & Construction	PAYAPP6	5th Street Sidewalk Electrical	17,600.00	25191	0
Jacobs Engineering Group, Inc.	W3Y27900-009	MISC SIDEWALK ENGINEERING	7,663.00	25064	0
03-4193-7135 MAIN STREET REHAB					
Idaho Materials & Construction	PAYAPP5	MAIN STREET REHABILITATION CONTRACT	6,998.54	24088	713501
Idaho Materials & Construction	PAYAPP5	MAIN STREET REHABILITATION CONTRACT	42,677.78	24088	713501
Idaho Materials & Construction	PAYAPP5	MAIN STREET REHABILITATION CONTRACT	29,805.79	24088	713502

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Materials & Construction	PAYAPP6	MAIN STREET REHABILITATION CONTRACT	145,382.29	24088	0
Jacobs Engineering Group, Inc.	W3Y29200-008	TO4 CONSTRUCTION SERVICES ROAD - CONTINUED	2,181.10	24066	713502
Total GENERAL CIP EXPENDITURES:			252,308.50		
Total GENERAL CAPITAL IMPROVEMENT FD:			252,308.50		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-4200 PROFESSIONAL SERVICES					
AGNEW BECK CONSULTING INC	20418	RFP support, LTL Pro forma	1,687.50		0
54-4410-4210 LEASE TO LOCALS INCENTIVES					
Schuckert Family Trust	092925	Remaining RPP Payment	600.00		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
CONSOLIDATED ELECTRICAL DI	3755-1090712	Lift Tower Heater Repair Parts	684.65		0
Total COMMUNITY HOUSING EXPENSE:			2,972.15		
Total COMMUNITY HOUSING:			2,972.15		
WATER FUND					
WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLIES					
Warm Springs Auto Parts LLC	212124	Gas can	53.90		0
63-4340-4200 PROFESSIONAL SERVICES					
Roberts Electric	14185	Pump repairs	204.93		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
Warm Springs Auto Parts LLC	211520	Engine oil	55.21		0
Total WATER EXPENDITURES:			314.04		
Total WATER FUND:			314.04		
WASTEWATER FUND					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WASTEWATER EXPENDITURES					
65-4350-3500 MOTOR FUELS & LUBRICANTS					
Warm Springs Auto Parts LLC	211903	Gear oil	9.95		0
Total WASTEWATER EXPENDITURES:			9.95		
Total WASTEWATER FUND:			9.95		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
HDR Engineering, Inc.	1200765337	TASK ORDER #3: SERVICES DURING CONSTRUCTION FOR AERATION UPGRADES PROJECT	32,408.08	24055	0
67-4350-7818 ROTARY DRUM THICK & DEWATERING					
ENGINEERED STRUCTURES, INC	PAYAPP3	Dewatering Improvements Project Construction	186,200.00	25119	0
Total WASTEWATER CIP EXPENDITURES:			218,608.08		
Total WASTEWATER CAPITAL IMPROVE FND:			218,608.08		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
S & C Associates LLC	3641-3652	Warm Springs Preserve Services	465.00		0
Total PARKS/REC TRUST EXPENDITURES:			465.00		
Total PARKS/REC DEV TRUST FUND:			465.00		
Grand Totals:			548,424.79		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number

Report Criteria:

Invoices with totals above $0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"

Invoice Detail.Voided = No,Yes

Invoice.Payment due date = 09/30/2025

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes
Invoice.Payment due date = 10/01/2025-10/28/2025

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-3200-2100 BUILDING PERMITS					
RAMSAY SOLUTIONS	102725	Refund of Overpayment	2,000.00		0
PARKSIDE VILLAGE OWNERS	102725	Building permit fee refund	1,220.45		0
Total :			3,220.45		
LEGISLATIVE & EXECUTIVE					
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	16.75		0
Total LEGISLATIVE & EXECUTIVE:			16.75		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	111.85		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
Gem State Paper & Supply	1150790	Copy paper	197.65		0
PITNEY BOWES - RESERVE ACC	1028341353	Purchase of mailing machine ink cartridges and everyday cleaning pack	308.07		0
01-4150-5200 UTILITIES					
Idaho Power	2203990334 10	2203990334 131 E River St, 296 N 1st Ave Light Center	64.45		0
Idaho Power	2206570869 10	2206570869 171 E River St	16.60		0
Idaho Power	2224128120 10	2224128120 191 5th St W	913.66		0
Idaho Power	2260077785 10	2260077785 180 E 1st St Whse	119.62		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total ADMINISTRATIVE SERVICES:			1,731.90		
CITY CLERK					
01-4152-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333450155 101	Monthly charges for telecommunication services	81.50		0
01-4152-5110 COMPUTER NETWORK					
ClearMindGraphics	7359	Monthly website design and development security updates and site scaling	225.00		0
Total CITY CLERK:			306.50		
COMMUNITY ENGAGEMENT					
01-4154-5150 COMMUNICATIONS					
Worth Printing	9197	Printing services for Bike Postcards	114.61		0
Worth Printing	9768	Printing and mailing services for construction notice letterhead and envelopes	280.90		0
Worth Printing	9822	Printing services for 2025 Ketchum Ballot Guide Brochure	114.39		0
INTERNATIONAL MINUTE PRES	93305	Printing & Mailing Services for Ballot Informational Mailer	6,876.27	26037	0
Total COMMUNITY ENGAGEMENT:			7,386.17		
FINANCE					
01-4156-4900 PERSONNEL TRAINING/TRAVEL/MTG					
DAVIS, BRENT	101525	Reimbursement for GFOA conference travel cost	1,068.38		0
Total FINANCE:			1,068.38		
PLANNING & BUILDING					
01-4170-2505 HEALTH REIMBURSEMENT ACCT(IHRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	20.10		0
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG					
NIED, PAIGE	102325	Conference Reimbursement	522.08		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total PLANNING & BUILDING:			542.18		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
CITY OF HAILEY	111846241	1/3 Micromobility Work	313.50		0
Total NON-DEPARTMENTAL:			313.50		
FACILITY MAINTENANCE					
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	20.10		0
01-4194-4200 PROFESSIONAL SERVICES					
A & A MOVING	914650	Moving glass items from storage to warehouse	450.00		0
01-4194-4900 PERSONNEL TRAINING/TRAVEL/MTG					
DAVIS, BRENT	102325	Reimbursement for delivery of ATV	247.80		0
01-4194-5200 UTILITIES					
Clear Creek Disposal	0001857518	Portable restroom service and rent at Skate Park	93.55		0
Clear Creek Disposal	0001857519	Waste disposal and portable restroom services at Pump Park	214.99		0
Clear Creek Disposal	0001857520	Waste disposal and rent services for Rotary Park	95.70		0
Clear Creek Disposal	0001857522	Portable restroom service and rent at Atkinsons Park	506.01		0
Idaho Power	2201272487 10	2201272487 480 E 4th St Rest	64.10		0
Idaho Power	2203538992 10	2203538992 480 E 4th St Event	64.60		0
Idaho Power	2206452274 10	2206452274 571 5th St Spkr	26.34		0
Idaho Power	2206452274 10	2206452274 900 N 3rd Ave Pmp	183.73		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
Western Building Maintenance, Inc	0149443-IN	Deep cleaning, floor work, carpet cleaning, and interior window cleaning services at City Hall	2,650.00		0
Western Building Maintenance, Inc	0150033-IN	Monthly janitorial services for City Hall, Streets, Recreation, and Town Square	4,327.00		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
Clear Creek Disposal	0001857523	Monthly commercial recycle and garbage services at Starbucks	948.51		0
Idaho Power	2202522062 10	2202522062 491 E Sun Valley Rd	415.01		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WOOD RIVER LOCK SHOP, LLC	22952	Repair and reinstall lock service call for Starbucks Alley Door	195.00		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
A.C. Houston Lumber Co	2510-942370	Clear poly roll	76.45		0
Clear Creek Disposal	0001857521	Waste disposal services at WSP	397.42		0
Pipeco, Inc.	S6155714.001	Irrigation supply	5.17		0
01-4194-6950 MAINTENANCE					
A.C. Houston Lumber Co	2510-938863	Drill bit, fasteners, and lag bolts	34.49		0
A.C. Houston Lumber Co	2510-940271	Antifreeze	129.85		0
A.C. Houston Lumber Co	2510-943044	Bolts, nuts, and washers	7.72		0
A.C. Houston Lumber Co	2510-943268	Duct tape, gloves	32.97		0
Chateau Drug Center	3081748	No smoking signs	8.72		0
Total FACILITY MAINTENANCE:			11,195.23		
POLICE					
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	6.70		0
01-4210-3610 PARKING OPS PROCESSING FEES					
Data Ticket Inc	185790	Daily citation processing, VIN lookup, collections, and maintenance support	991.77		0
Total POLICE:			998.47		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1094968	Cafeteria Plan Debit Card Fees for benefit services administration	9.00		0
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	30.15		0
01-4310-2760 OTHER EMPLOYEE BENEFITS					
EISHAM FAIR	10202025	APPROVED ADVANCE	500.00		0
01-4310-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2510-942172	Fasteners	4.75		4310044
A.C. Houston Lumber Co	2510-942855	Gloves	23.99		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
D & B Supply	5927	Work wear	49.99		4310047
Fastenal Company	IDJER116510	Safety supplies and office materials	164.16		4310044
Fastenal Company	IDJER116618	Welding sticks, screws, nuts, and industrial supplies purchased	383.39		4310044
Gem State Paper & Supply	1150362	Disinfectant wipes, tissue, and roll towels	197.34		4310047
Gem State Paper & Supply	1150362-01	Blue shop towels	56.14		4310047
Gem State Paper & Supply	1150735	Tissues	83.79		4310047
IDAHO LUMBER & HARDWARE	48273	Red granite hammer bit	32.99		4310044
01-4310-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U001C437	Unleaded gas	1,005.31		4310044
Valley Wide Cooperative	U001C438	Winterblend fuel	5,092.88		4310044
01-4310-5200 UTILITIES					
Idaho Power	2204882910 10	2204882910 200 E 10th, 260 E 10th	516.70		4310047
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
Clearwater Power Equipment	87244	Boss plow edges and cast iron equipment- Small Plow Truck	1,002.36		4310044
Napa Auto Parts	239298	Brake parts cleaner	20.94		4310044
Napa Auto Parts	239693	Stereo	65.54		4310044
Napa Auto Parts	240000	Batteries and core deposits	336.58		4310044
Napa Auto Parts	240000	Batteries and core deposits	64.80		4310044
Napa Auto Parts	240024	Batteries and core deposits	401.38		4310044
Napa Auto Parts	240120	Air filters	165.02		4310044
Napa Auto Parts	240121	Rust Fix supplies	27.98		4310044
Napa Auto Parts	240547	Internal pipe swivel parts	20.26		4310044
Western States Cat	IN003377050	V-Belt-Bande parts for equipment maintenance	111.87		4310044
Western States Cat	IN003379357	Purchase of Strut-Gas part for CAT 966GII equipment	296.10		4310044
Commercial Tire	09-166509	Tire replacement and services	192.35		4310044
Warm Springs Auto Parts LLC	212606	Strap wrench for oil filter flow trucks	15.45		4310044
M-B COMPANIES, INC	298365	Parts order including rear spring assembly, U-bolts, nuts, and washers	2,707.41		4310044
01-4310-6930 STREET LIGHTING					
Idaho Power	2201013857 10	2201013857 160 W 6th St Light	27.11		4310050
Idaho Power	2203855230 10	2203855230 291 N Walnut Ave Light	53.90		4310050
Idaho Power	2204535385 10	2204535385 420 E 4th St Lights	47.21		4310050
Idaho Power	2204882910 10	2204882910 41C Lights, Street Lights, Traffic Lights	557.62		4310050
Idaho Power	2206773224 10	2206773224 600 E 2nd St Lights	29.01		4310050
Idaho Power	2207487501 10	2207487501 560 N 1st Ave Lights	28.06		4310050
Idaho Power	2208316659 10	2208316659 391 N 1st Ave Lights	30.73		4310050
Idaho Power	2209078647 10	2209078647 SV Rd & Main Lights	236.94		4310050

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Power	2209078654 10	2209078654 5th & Main St Light	187.12		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
Big Wood Landscape, Inc.	32639	Snow dump cleanup	924.96		4310037
ELECTRICAL WHOLESALE SUPP	S6000202.001	Main Street Lights – #S6000202	8,797.07	25142	4310033
Total STREET:			24,498.35		
RECREATION					
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	13.40		0
01-4510-3200 OPERATING SUPPLIES					
Chateau Drug Center	3081105	Keys made	30.90		0
01-4510-3250 RECREATION SUPPLIES					
Atkinsons' Market	03143581	Pumpkins	44.16		0
Business As Usual, Inc.	170645	Office and craft supplies	54.75		0
Chateau Drug Center	3081339	Tissue paper, felt, cardstock, glue sticks, and poster board	30.52		0
Chateau Drug Center	3081844	Batteries	21.84		0
MOSS GARDEN CENTER	241821	Garden supplies: cactus mix, potting mix, pot, and saucer	35.88		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
Atkinsons' Market	04071042	Banana, apples, pineapples, and mandarins	20.56		0
Atkinsons' Market	05000532	Bananas	4.14		0
Atkinsons' Market	05998549	Apples and mandarins	19.54		0
Atkinsons' Market	05999369	Mandarins and apples	21.92		0
Atkinsons' Market	34372807	Lemons	7.52		0
01-4510-5200 UTILITIES					
Idaho Power	2206452274 10	2206452274 900 N 3rd Ave Rec	244.05		0
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
Warm Springs Auto Parts LLC	212810	Oil for vehicle maintenance	29.95		0
Total RECREATION:			579.13		
Total GENERAL FUND:			51,857.01		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7205 WEBSITE REBUILD					
CIVICPLUS LLC	353753	Annual fee, implementation, and content development services	5,515.00		0
Total GENERAL CIP EXPENDITURES:			5,515.00		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7135 FOREST SRV PARK RENOVATION					
Provisualization, Inc	2259	Forest Service Park Renovations	1,000.00	26035	0
03-4194-7156 ORE WAGON R&M					
D & A GLASS COMPANY	T2513-1	Ore Wagon Museum Improvements	22,067.41	26036	0
03-4194-7604 ATV WARMS SPRINGS PRESERVE					
Rexburg Motor Sports	101625	Warm Springs ATV	19,426.00	26032	0
Total FACILITY MAINT CIP EXPENDITURE:			42,493.41		
Total GENERAL CAPITAL IMPROVEMENT FD:			48,008.41		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
Clear Creek Disposal	0001857525	Liquid waste service for Trailing of the Sheep	13.75		491038
Clear Creek Disposal	0001857526	Liquid waste services for Ketchum Cemetery and Main Street locations	41.25		491030
Road Work Ahead Traffic Services, In	29388	Traffic control sign and barricade rentals and labor for parade	7,000.00		491030
Total ORIGINAL LOT TAX:			7,055.00		
Total ORIGINAL LOT FUND:			7,055.00		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	16.75		0
54-4410-3100 GENERAL OFFICE					
AT&T Mobility LLC	287353215007	Wireless services charges for phone line for City of Ketchum Housing	241.90		0
54-4410-4200 PROFESSIONAL SERVICES					
Highfill, Jacklyn	102325	Spanish Classes - Reimbursement	160.00		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
Sprague Pest Solutions	5973108	Monthly pest control service for rodent interior and exterior at lift tower	96.25		0
HORIZON PAINTERS	INV114	Walls and ceilings painting	630.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
Clear Creek Disposal	0001857515	Monthly waste removal service and rent at Lift Tower	552.44		0
Idaho Power	2208260063 10	2208260063 703 S Main St	160.55		0
Idaho Power	2226910376 10	2226910376 702 S Main St	360.66		0
54-4410-5215 EVERGREEN UTILITIES					
Clear Creek Disposal	0001857527	Monthly waste removal and recycling services at Evergreen	218.17		0
Idaho Power	2228126856 10	2228126856 141 Bird Dr I	34.03		0
Idaho Power	2228126898 10	2228126898 141 Bird Dr	329.05		0
54-4410-8040 BLAINE COUNTY CHARITABLE FUND					
BLAINE COUNTY CHARITABLE	1157	Grant Revenue for FY26 Housing stability services	50,000.00		0
Total COMMUNITY HOUSING EXPENSE:			52,799.80		
Total COMMUNITY HOUSING:			52,799.80		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	16.75		0
63-4340-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2510-939722	Gloves	61.97		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
A.C. Houston Lumber Co	2510-940321	Gloves	19.47		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333465565 100	333465565 Water Dept	289.60		0
63-4340-5200 UTILITIES					
Idaho Power	2202458903 10	2202458903 110 River Ranch Rd Optc	576.37		0
Idaho Power	2206786259 10	2206786259 110 River Ranch Rd Admin	27.56		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
A.C. Houston Lumber Co	2510-942568	Rope and eye bolts	20.68		0
Les Schwab	11700966744	Brake rotor parts	273.98		0
Total WATER EXPENDITURES:			1,286.38		
Total WATER FUND:			1,286.38		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7650 WATER METERS					
Ferguson Enterprises, LLC	0939588	RADIO REPLACEMENT AND METERS	8,322.75	25030	0
64-4340-7811 TRAIL CREEK HWY 75 MAINLINE					
Lunceford Excavation, Inc.	18419	Emergency-Main Line relocation HWY 75 and Trail Creek, cut and cap old Main, Service reconnect	63,737.24	26033	0
Total WATER CIP EXPENDITURES:			72,059.99		
Total WATER CAPITAL IMPROVEMENT FUND:			72,059.99		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-National Benefit Services	1095490	FSA and HRA plan administration fees for the month of October	33.50		0
65-4350-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2510-940831	Caulk	29.98		0
Pipeco, Inc.	S6152799.001	Elbow	1.02		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-3800 CHEMICALS					
Thatcher Company, Inc	2025100115873	ALUMINUM SULFATE	8,235.96	25152	0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333803119 101	Monthly charges for local telecommunication services	169.60		0
65-4350-5200 UTILITIES					
Idaho Power	2202703357 10	2202703357 1001 Chief Joseph Ct	28.53		0
Idaho Power	2206786259 10	2206786259 110 River Ranch Rd Admin	27.56		0
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
Napa Auto Parts	239415	Oil, air filter, and oil filter	95.66		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
Chateau Drug Center	3079180	Hose mend	5.30		0
GOBLE SAMPSON ASSOCIATES I	BINV0012902	QDOS Pumphead	507.00		0
Aerzen USA Corp	SEPI-25-00573	Delta Lube 06 oil	364.24		0
Total WASTEWATER EXPENDITURES:			9,498.35		
Total WASTEWATER FUND:			9,498.35		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7809 ENERGY EFFICIENCY PROJECTS					
AMBIENTE H20 INC.	V250848	BN 10-6L Seepex Pump	10,256.68	26034	0
Total WASTEWATER CIP EXPENDITURES:			10,256.68		
Total WASTEWATER CAPITAL IMPROVE FND:			10,256.68		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
Galena-Benchmark Engineering	1025-108	Engineering and surveying services for Warm Springs Preserve bridge staking	915.98		100
Galena-Benchmark Engineering	1025-108	Engineering and surveying services for Warm Springs Preserve bridge staking	349.02		101
Rio Applied Science & Engineering	25-025-02829	Construction Support & FEMA Coordination	6,082.73	25122	100

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Rio Applied Science & Engineering	25-025-02829	Construction Support & FEMA Coordination	2,317.67	25122	101
Western States Reclamation	PAYAPP4	Warm Springs Preserve Irrigation	242,075.59	25111	100
Western States Reclamation	PAYAPP4	Warm Springs Preserve Irrigation	92,236.79	25111	101
Total PARKS/REC TRUST EXPENDITURES:			343,977.78		
Total PARKS/REC DEV TRUST FUND:			343,977.78		
Grand Totals:			596,799.40		

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes
Invoice.Payment due date = 10/01/2025-10/28/2025

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 03, 2025	Staff Member/Dept:	Trent Donat/Clerk & Jeff Vert/WRF

Agenda Item: Recommendation to approve surplus resolution for 2014 Atlas Copco Blower

Recommended Motion:

"I move to approve Surplus Resolution 25-020 for 2014 Atlas Copco ZB100 Turbo Blower."

Reasons for Recommendation:

- The City of Hailey has expressed a need for it, and it would be put to beneficial use
- The 2014 Atlas Copco Blower no longer runs due to a failed blower, impacting efficient WRF operations

Sustainability Impact:

None OR state impact here:

Financial Impact:

None OR Adequate funds exist in account:	The city is proposing to surplus to Hailey at no cost.

Attachments:

1. Resolution 25-020

CITY OF KETCHUM

RESOLUTION 25-020

A RESOLUTION OF THE CITY COUNCIL DECLARING A 2014 ATLAS COPCO ZB100 TURBO BLOWER AS SURPLUS TO THE CITY OF HAILEY.

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the 2014 Atlas Copco ZB100 Turbo Blower

1.2 The 2014 Atlas Copco ZB100 does not run, impacting efficient WRF operations, and has taken up space

1.3 The City of Hailey has expressed a need for it, and it would be put to beneficial use

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

2.1. The City Council authorizes the City Clerk to dispose of 2014 Atlas Copco ZB100 Turbo Blower directly to the City of Hailey. Idaho law allows for direct transfer to another Idaho governmental entity without a competitive process.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 3rd day of November 2025.

APPROVED:

Signed:_____
Neil Bradshaw, Mayor

ATTEST:

By_____
Trent Donat, City Clerk

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 03, 2025	Staff Member/Dept:	Trent Donat/Clerk & Jeff Vert/WRF

Agenda Item: Recommendation to approve surplus resolution for 2014 Atlas Copco Turbo Blower

Recommended Motion:

"I move to approve Surplus Resolution 25-021 for 2014 Atlas Copco ZB100 Turbo Blower."

Reasons for Recommendation:

- The 2014 Atlas Copco Blower was recently replaced with a new blower due to life expectancy concerns
- The City of Hailey has expressed a need for it, and it would be put to beneficial use

Sustainability Impact:

None OR state impact here: Another municipality will be able to benefit from surplusing the 2014 Atlas Copco Blower

Financial Impact:

None OR Adequate funds exist in account:	The city is proposing to surplus to Hailey at no cost.

Attachments:

1. Resolution 25-021

CITY OF KETCHUM

RESOLUTION 25-021

A RESOLUTION OF THE CITY COUNCIL DECLARING A 2014 ATLAS COPCO ZB100 TURBO BLOWER AS SURPLUS AND TRANSFERRING TO THE CITY OF HAILEY.

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the 2014 Atlas Copco ZB100 Turbo Blower

1.2 The 2014 Atlas Copco ZB100 was recently replaced with a new blower

1.3 The City of Hailey has expressed a need for it, and it would be put to beneficial use

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

2.1. The City Council authorizes the City Clerk to dispose of 2014 Atlas Copco ZB100 Turbo Blower directly to the City of Hailey. Idaho law allows for direct transfer to another Idaho governmental entity without a competitive process.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 3rd day of November 2025.

APPROVED:

Signed:_____
Neil Bradshaw, Mayor

ATTEST:

By_____
Trent Donat, City Clerk

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 03, 2025	Staff Member/Dept:	Trent Donat/Clerk & Jeff Vert/WRF

Agenda Item: Recommendation to approve surplus resolution for 1985 Hoffman Centrifugal Blower

Recommended Motion:

"I move to approve Surplus Resolution 25-022 for 1985 Hoffman Centrifugal Blower."

Reasons for Recommendation:

- The 1985 Hoffman Centrifugal Blower should be taken to Magic Valley Recycling for disposal
- The Hoffman Centrifugal Blower does not run

Sustainability Impact:

None OR state impact here:

Financial Impact:

None OR Adequate funds exist in account:	

Attachments:

1. Resolution 25-022

CITY OF KETCHUM
RESOLUTION 25-022

A RESOLUTION OF THE CITY COUNCIL DECLARING A 1985 HOFFMAN CENTRIFUGAL BLOWER AS SURPLUS AND ALLOWING CITY CLERK TO DISPOSE OF AS DEEMED APPROPRIATE.

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the 1985 Hoffman Centrifugal Blower

1.2 The 1985 Hoffman Centrifugal Blower does not run, impacting efficient WRF operations and has taken up space.

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

2.1. The City Council authorizes the City Clerk to dispose of 1985 Hoffman Centrifugal Blower as surplus and as deemed appropriate.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 3rd day of November 2025.

APPROVED:

Signed:_____
Neil Bradshaw, Mayor

ATTEST:

By_____
Trent Donat, City Clerk

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Daniel Hansen/Administration

Agenda Item: Recommendation to approve a half-block road closure on 4th St. between Washington & 1st St. up to and including the alleyway

Recommended Motion:

"I move to approve the half-block road closure on 4th St. between Washington & 1st St., up to and including the alleyway between Gail Severn and Java, for a wedding ceremony on March 21, 2026.

Reasons for Recommendation:

- The proposed closure of half a block on 4th Street, including the alleyway behind Gail Severn Gallery will cause minimal traffic disruptions.
- The event is not conflicting with any other events.
- The requested street closure is classified as a "non-designated" event street closure, meaning it must be approved by the City Council.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Special event application
2. Temporary Traffic Control Plan
3. Site Plan

OFFICIAL USE ONLY	
Event Name	Barrows Ceremony
Event Date	03.21.26
Date Received	10.20.25
Fees Paid	

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)
- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to cking@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.
If you have questions, please contact Cyndy King: cking@ketchumidaho.org or 208-806.7005.

WHAT SIZE IS YOUR EVENT?

☐ Street Party ($100.00)	☐ Small Event ($100.00)	☒ Medium Event* ($400.00)	☐ Large Event* ($800.00)
RESIDENTIAL NEIGHBORHOOD LOCATION ONLYA special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.

*City requires pre-application meeting prior to application submittal.

GENERAL INFORMATION:

Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.

Applicant should provide a good faith estimate of expected number of participants.

An alternate location should be listed if your event cannot be accommodated at your requested location.

If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.

Event Name: Barrows Ceremony	Event Date: 3/21/26

Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.):

An extraordinary celebration honoring love and artistic expression, this outdoor wedding ceremony reimagines tradition through a contemporary lens. Set in an urban streetscape, the ceremony transforms public space into an intimate gallery of emotion and design, reflecting the couple's deep appreciation for innovation and the arts. Following the ceremony, guests will gather at Gail Severn Gallery for an elegant reception that seamlessly blends artistic ambiance with refined celebration. This thoughtfully curated venue provides the perfect backdrop for an evening where art, culture, and personal connection converge.

Location of Event: Gail Severn Gallery (reception) and Ceremony to be held on 4th street between Washington and 1st	Alternate Location:
Expected Number of Participants: 90	Admission Fee* (per person): 0

*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.

Number of Staff Working at Event: 4	Number of Volunteers Working at Event: 0

EVENT COORDINATION:

Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.

Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event? ☐ Yes ☒ No

List the events taking place on or around the date of your event: n/a

EVENT SCHEDULE:

Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.

Set Up 3/21/26	Date: 3/21/26	Time: 10am
Event Starts 3/21/26	Date: 3/21/26	Time: 6:00 pm
Event Ends 3/21/26	Date: 3/21/26	Time: 7:00 pm
Clean 3/21/26	Date: 3/21/26	Time: 8:00 pm

APPLICANT INFORMATION:
The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.
On-site contact must always be accessible from set-up to breakdown of the event.
If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: Alpen Joy Events, LLC		
Are you a non-profit corporation?	☐ Yes	☒ No
Applicant Name: Tiffany Berger	Title: Owner/Event Director	
Organization Address: PO BOX 2688		
City: Ketchum	State: ID	Zip: 83340
Phone:	Cell: (503) 329-3673	
Email: tiffany@alpenjoyevents.com		
On-Site Contact: Tiffany Berger	Title: Owner	
Address: PO BOX 22688		
City: Ketchum	State: ID	Zip: 83340
Phone:	Cell: (503) 329-3673	
Email: tiffany@alpenjoyevents.com		
Emergency Contact: Timur Beriker		
Phone:	Cell: (208) 720-0818	
Email: timur@weknowmacs.com		

Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):

There will be a photographer and florist for this event as well as some rented chairs

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.

City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.

As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.

If your event includes a road closure request, please contact Jamie Canfield at Mountain Rides at 208-788-7433 (x106) or jamie@mountainrides.org **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

If your event requires a road closure on Main Street, please visit gisp.itd.idaho.gov/portal/apps/sites/#/itd-permits for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

☐ Atkinson Park	☐ Forest Service Park	
☐ Rotary Park	☐ Lucy Loken Park	
☐ Other:	☐ Town Square	
Daily Park Reservation Fees:	☐ Up to 100 People ($160)	☐ 101 People or More ($320)

DESIGNATED EVENT LOCATIONS* ($100.00)

*All other road closures are subject to a $500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

☐ Fourth Street between Leadville and East Avenues	☐ First Avenue between River and First Streets
☐ First Avenue between Second Street and Sun Valley Road	☐ First Avenue between Sun Valley Road and Fourth Street
☐ First Avenue between Fifth and Sixth Streets	☐ Picabo Street between Gates Road and Ritchie Drive

☐ Washington Avenue between River and First Streets

Fees for non-designated locations:	Street Party $100	Medium/Large Events $500

List dates, times, and location for street closure requests: We would need the street closure on 3/21/26 from 10am-8pm

Name of person supervising street closure: Tiffany Berger

Cell Phone: (503) 329-3673 | Email: tiffany@alpenjoyevents.com

How many staff and volunteers will be managing the street closure? 3

How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)

EVENT SITE PLAN:

To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.

Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.

Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.

City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.

On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).

☐ Alcohol Vendors (A)	☐ Barricades (B)	☐ Beverage Vendors (BV)
☐ Bleachers (BL)	☐ Electricity/Generator (EL)	☐ Fire Extinguishers (EX)
☐ Fire Lane (FL)	☐ First Aid/EMS (FA)	☐ Food Vendors (FV)
☐ Garbage Receptacles (G)	☐ Hand Washing Sink (HWS)	☐ Portable Toilets (T)
☐ Recycling Receptacles (RR)	☐ Retail Merchants (RM)	☐ Security (P)
☐ Stages or Amplified Sound (SO)	☐ Tents (X)	☐ Trailers, Vehicles, Storage (TR)

Have you contacted Mountain Rides to advise of the street closure request? ☐ Yes ☒ No

*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the rights-of-way for any purpose, including special events. A TTCP must be submitted for Street Division review.

Applications will not be accepted without a TTCP prepared by a qualified firm.

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents?	☒ Yes*	☐ No

*Describe the size, number, use and assembly and disassembly plan: There will be a ceremony alter built on-site that will be made out of wood. It will be built on-site and removed immediately after. It will be roughly 4 x 8'

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles? All event attendees will be transported to the event via buses. All vendors will park at the parking lot next to Sushi on Second.

Will the event provide transportation services to the event?	☒ Yes*	☐ No

*Describe the transportation services: We have rented 2 buses that will transport all the guests. Each bus holds 52 passengers and will drop guests on Washington avenue

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

☐ Security	☐ Traffic Control	☐ Parking Control	☐ Escort	☒ N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

☐ Ambulance	☐ Fire Engine	☒ N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles?	☐ Yes*	☒ No
*If Yes, a fee of $150/day will be associated with the use of city bathrooms and trash receptacles.		

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company: N/A we have the use of Gail Severn Gallery which guests will have access to before and after this event

Number of Portable Restrooms:	Number of Handwashing Stations:

Restroom Drop Off	Date:	Time:
Restroom Pick Up	Date:	Time:

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum's public property is required to pay a license fee of $10.00 to be covered under Ketchum's license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? We will require access to play music and wireless mic which we will bring.	☒ Yes*	☐ No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound?	☒ Yes*	☐ No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played?	☒ Yes*	☐ No

*Licensing fee of $10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant's failure to clean/restore the site following the event, which exceeds the applicant's $250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as "green" as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City's parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)?	☒ Yes	☐ No
How many? 1	What size? 2.5 cubic yard	
Have you contracted for recycling dumpster(s)?	☒ Yes	☐ No
How many? 1	What size? 32 gallon	

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked "no," describe how you will handle trash and recycling materials at the end of your event.

Name of person supervising trash and recycling: Tiffany Berger

Cell Phone: (503) 329-3673	Email: tiffany@alpenjoyevents.com

How many staff and volunteers will be managing trash and recycling? 2

How will staff and volunteers manage trash and recycling during and after the event?(ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

The event manager will manage this as well as the catering department that is providing the food for the reception located at Gail Severn.

CONCESSIONS:

The City of Ketchum's Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event: n/a

☐ Alcoholic Beverages	☐ Food	☐ Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. **SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY- OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

BANNERS:

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
- Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
- For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
- Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city's certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.

*For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars ($1,000,000.00) per person and one million dollars ($1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars ($1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years?	☐ Yes*	☒ No

*If yes, please indicate any significant changes to the event request since its last approval:

I have not submitted a request for this event before, this is the first time

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

☐ Payment & Deposit	☐ Proof of Insurance	☐ Temporary Traffic Control Plan
☐ Site Plan	☐ ITD Permit	☐ Alcohol Beverage Catering Permit
☐ City Sales Tax Permit	☐ Notification Form	☐ Health Department Permit
☐ Vendor List	☐ Proof of Music License	☐ Other

It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: Tiffany Berger Digitally signed by Tiffany Berger Date: 2025.10.17 16:42:37 -06'00' Date: 10/5/25

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	$100, $400 or $800	$
Road Closure Fee	$100 or $500	$
Park Reservation Fee (per day)	$160 or $320	$
Facility Fee (per day)	$150 or N/A	$
Music License Fee	$10 or attach proof of licensure	$
Deposit	$250(Street Party / Small Event) $500 (Medium / Large Events)	$
	TOTAL FEES	$

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Alpen Joy Events, Tiffany Berger, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), 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. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this October day of 5, 20 25.

Signature of Applicant: Tiffany Berger Digitally signed by Tiffany Berger Date: 2025.10.17 16:44:23 -06'00'

STATE OF IDAHO

County of Blaine

On this_____day of_____, 20_____, before me, a Notary Public in and for the State of Idaho, personally appeared_____, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: _____

Residing at: _____

Commission expires: _____

AFFIDAVIT

This affidavit certifies that the Barrows Ceremony special event taking place at 6pm on 3/21/26 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on 3/1/26. Please check all that apply.

- Site Plan ☐
- Certificate of Insurance ☐
- ITD Permit ☐
- Temporary Traffic Control Plan (TTCP) ☐

Tiffany Berger
Event Organizer's Name

Event Organizer's Name

Alpen Joy Events
Organization or Business Name

10/5/25
Date

NOTARY ACKNOWEDGEMENT

On this ____day of_____, 20___, before me, _____, personally appeared_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:

Notary Public

Address:

My Commission expires: _____

Ketchum Fire Department – Temporary Use Permit Fees

All inspections and fees must be set up and processed through the

Ketchum Fire Department – 208.726.7805

PERMIT(S) ISSUED DIRECTLY FROM THE KETCHUM FIRE DEPARTMENT

Temporary use permit fees include one plan review and one inspection during normal business hours. Expedited plan reviews, additional inspections, inspections outside normal business hours, Firewatch personnel, standby personnel and apparatus require additional fees.

- Open Burning:
  - An operational permit shall be required for the kindling or maintaining of an open fire and is subject to the approval of the Fire Marshall. ($100.00)

- Temporary Use:
  - Carnival, Fair, Circus, Haunt, or Other Public Special Event – 30 days ($200.00)
  - Tent or Membrane Structure >400 sq. ft. ($100.00)

    Additional tent(s) per event $50/each
  - Special Event Structure >400 sq. ft. ($100.00)
  - Outdoor Assembly Event where planned attendance exceeds 1000 persons. ($200.00)

1st Ave N
5th St E
Washington Ave
4th St E
Outdoor Kitchen Area
Java On Fourth
Open intersection
Gail Severn Gallery
Fifth St
1st Ave N
4th St E
Chairs
Stage
Washington Ave
La Cabañita Mex
Mexican
Changes Hair Studio
1st Ave N
Sun Vly Rd E

Legend

- M4-9 detour (L)
- M4-9 detour (R)
- M4-10(L) DETOUR 4'
- M4-10(L/R) DETOUR 4'
- M4-10(R) DETOUR 4'
- ROAD CLOSED TO THRU TRAFFIC W/ TYPE III BARRICADE
- ROAD CLOSED W/ TYPE III BARRICADE
- Sign Stand
- TYPE III BARRICADE
- W20-3 road closed ahead
- Work Area



TRAFFIC CONTROL SUPERVISOR CERTIFIED
07410A
ES2 000480
EXP 4/30/2028
EVERGREEN SAFETY COUNCIL
MILES T. KILCUP

Date: 10/28/25 **Author:** Miles Kilcup, TCS **Project:** Alpen Joy Events - 4th St E & 1st Ave N, Ketchum

Comments:
*ALL SIGNS SHALL BE MUTCD COMPLIANT
*IF ROAD WORK AHEAD SERVICES OR EQUIPMENT ARE NOT UTILIZED ON THIS PROJECT THEY WILL NOT BE LIABLE FOR ANY INCIDENTS THAT OCCUR IN RELATION TO THIS PLAN

POSTED SPEED (MPH)	FORMULA	BUFFER SPACE	MINIMUM TAPER LENGTH			MAX. DELINEATOR SPACING, TAPER	MAX. DELINEATOR SPACING, TANGENT	MIN. SIGN SPACING
			W = 12' (OFFSTET)					
			L	1/2 L	1/3 L			
			MERGE	SHIFT	SHOULDER			
20	L = W(S*S)/60	115'	80'	40'	30'	20'	40'	100'
25		155'	125'	65'	45'	25'	50'	100'
30		200'	180'	90'	60'	30'	60'	100'
35		250'	245'	125'	85'	35'	70'	100'
40		305'	320'	160'	110'	40'	80'	350'
45	L = WS	360'	540'	270'	180'	45'	90'	350'
50		425'	600'	300'	200'	50'	100'	500'
55		495'	660'	330'	220'	50'	100'	500'

L = TAPER LENGTH || S = SPEED || W = WIDTH (VEHICULAR OFFSET FROM PATH OF TRAVEL)

SPEED LIMIT 25

Map data ©2025 Google Imagery ©2025 Airbus, Maxar Technologies

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	October 6, 2025	Staff Member/Dept:	Jade Riley - Administration

Agenda Item: Recommendation to enter into contract #26014 with Blaine County for Sustainability Program Management Cost Sharing.

Recommended Motion:

"I move to approve Contract #26014 with Blaine County in support of the shared Sustainability Program."

Reasons for Recommendation:

- The Council supported the creation of a joint funded position between the city and the county in order to implement both city and valley sustainability initiatives.
- The funding was approved in the adopted FY2026 budget.

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

Sustainability Impact:

The full-time county position allows for a dedicated resource to focus on valley-wide projects such as clean energy, solid waste reduction, and water conservation.

Financial Impact:

None OR Adequate funds exist in account:	The not-to-exceed cost for services is $155,920 for the year, dependent on fundraising efforts for the 2026 Mountain Towns conference. Funding will be allocated from the Non-Departmental account within the approved FY2026 budget.

Attachments:

1. Proposed Contract #26014
2. Purchase order #26014
3. FY2026 Sustainability work plan

FISCAL YEAR 2026 AGREEMENT BETWEEN THE CITY OF KETCHUM AND BLAINE COUNTY FOR SUSTAINABILITY PROGRAM MANAGEMENT COST SHARING

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 3rd day of November 2025, by and between the City of Ketchum, Idaho, (hereinafter "City") an Idaho municipal corporation and BLAINE COUNTY, (hereinafter "County") a political subdivision of the State of Idaho, hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City of Ketchum and its residents; and

WHEREAS, the County is a political subdivision of the State of Idaho duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the City and County have identified the need for a Sustainability Program, to include staff, equipment, software programs, and administrative costs; and

WHEREAS, the City and County and members of the public desire to develop a Sustainability Program to lead the region's sustainability efforts in reducing the region's carbon footprint and to proactively address climate-related impacts; and

WHEREAS, the City and County will benefit from a joint effort by collaborating on regional sustainability initiatives; and

WHEREAS, the City and County will work to develop short and long-term initiatives aimed at enhancing the sustainability of the region.

TERMS

NOW, THEREFOR, subject to the limitations of this Agreement and in order to provide assistance between the parties in providing Sustainability Program management services, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is signed by the County and the City. It shall continue in full force unless terminated from the signature dates herein until September 30, 2026. The parties may agree to mutually extend this Agreement by subsequent written agreement.

2. NOTICES. All notices, requests, demands, or other communication required or provided for under this Agreement shall be in writing. Notices to the City and County shall be addressed as follows:

CITY:	**COUNTY:**
City of Ketchum Attn: City Administrator P.O. Box 2315 Ketchum, ID 83340	Blaine County Attn: County Administrator 206 First Avenue South, Suite 300 Hailey, ID 83333

3. PURPOSE. The purpose of this Agreement is to allow the City to contract with County for partially funding the Sustainability Program Coordinator and the Sustainability Consultant's position to provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action.

4. FINANCE AND BUDGET. The City shall reimburse County for approximately fifty percent (50%) of the Sustainability Program Coordinator and Sustainability Consultant's salary, benefits, and program costs for FY26. Such payment shall not exceed the amount of $130,920.00 for FY26 and is to be paid in quarterly installment amounts of $32,730.00 with the first payment due by November 1, 2025. Additionally, the City agrees to reimburse County for fifty percent (50%) of the Mountain Towns 2030 Conference Hosting Rights Fee. Such payment shall not exceed the amount of $25,000.00. Thus, the City shall reimburse the County for a total payment not to exceed the amount of $155,920.00.

5. EMPLOYMENT STATUS. The City and County hereby agree that the Sustainability Program Coordinator and Sustainability Consultant shall perform the obligations under this Agreement exclusively as employees of the County and not as employees or agents of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture, or other business entity or relationship other than that of this Agreement. The Sustainability Program Coordinator and Sustainability Consultant shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers' compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that the City offers to its employees.

6. DUTIES. The provision of these services shall be governed as set out below:

The County and City agree to collaborate on the following responsibilities

pertaining to the Sustainability Program Coordinator and Sustainability Consultant positions:

1. To agree on position duties and responsibilities to benefit either or both the City and County.
2. To develop and approve the annual work plan.
3. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.
4. To participate in conducting evaluations of work product and performance of the Program Coordinator and Consultant.
5. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

The positions will be assigned to work at the County to accomplish the tasks assigned. The positions will report to the County Administrator.

The County agrees to host a dedicated web page on its web site for the Sustainability Program. Content of the web page will be determined by the Sustainability Advisory Committee and implemented by the Sustainability Program Coordinator and Sustainability Consultant as part of their duties.

7. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City and County for any of the following purposes:

    1. To add provisions to the Agreement to benefit either or both the City and the County.
    2. To extend the term of the agreement.
    3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

8. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this 3rd day of November 2025.

BLAINE COUNTY, an Idaho political subdivision

By_____
Angenie McCleary, Chair, Board of
Blaine County Commissioners

ATTEST:

_____
Stephen McDougall Graham, Blaine County Clerk

CITY OF KETCHUM, IDAHO,
an Idaho political subdivision

_____
Neil Bradshaw, Mayor

ATTEST:

_____
Trent Donat, City of Ketchum Clerk

CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 26014

To:	Ship to:
1388 BLAINE COUNTY TREASURER 219 1ST AVE. S, ATTN: COUNTY ADMIN HAILEY ID 83333	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/23/2025	CCHING	CCHING			

Quantity	Description		Unit Price	Total
1.00	Sustainability Coordinator 2026	01-4193-6500	155,920.00	155,920.00
		SHIPPING & HANDLING		0.00
		TOTAL PO AMOUNT		155,920.00

Authorized Signature

2026 Blaine County Sustainability Work Plan: City of Ketchum—a supplement to the FY2026 memorandum of understanding (MOU)

This work plan guides the activities for the City of Ketchum and Blaine County's fiscal year 2026 memorandum of understanding (contract) for sustainability programming cost-sharing. The efforts highlighted in this document have been prioritized from the Blaine County Climate Action Plan, as well as negotiations and collaboration between and among Ketchum and Blaine County's respective staff. Additional input was received and integrated from Ketchum City Council and the Ketchum Sustainability Advisory Committee (KSAC). Blaine County will report progress on these initiatives back to both KSAC and Ketchum City Council on a regular (quarterly) basis, as part of the partnership MOU.

<u>Ongoing Projects:</u>

- Ketchum Sustainability Advisory Committee (KSAC) Administration
    - Monthly, ongoing administration of the Ketchum Sustainability Advisory Committee (KSAC), including scheduling meetings and coordinating strategic initiatives. Provide additional quarterly updates on program performance and progress to Ketchum City Council and staff.
- Compost Program Administration
    - Ongoing technical support for businesses participating in Ketchum's Commercial Composting Pilot Program as well as outreach and press facilitation.
- Code Update Support
    - Ongoing technical support for sustainability related code updates related to the Comprehensive Plan Update, Climate Action Plan, or otherwise.
- MT2030
    - Fundraising support for MT2030 hosting rights fee as well as facilitation of the planning advisory committee. Additionally, Blaine County Sustainability staff will support any unforeseen needs related to bringing MT2030 to the region in October 2026.
- EnergyStar Building Energy Audit
    - Staff will update existing EnergyStar building audits as well as add new buildings as needed on behalf of the City of Ketchum.
- Grant Research
    - Staff will continue to search for grants relevant to Ketchum sustainability initiatives.
- Clearpath 2.0 Platform Maintenance

- Staff will complete the GHG inventory upload process and maintain the platform as a public facing instrument to communicate Ketchum's sustainability efforts.

Individual Projects:

In addition to the ongoing support listed above, Blaine County Sustainability Staff will assist in the execution of one or more of the following projects, pending evaluation, feasibility, desire, and budgeting approval. Additional projects may be added to the list as need and/or opportunities arise:

- Electrification ready panel upgrades at City Hall
- Building energy efficiency upgrades
- Community aluminum drop off site
- Leak detection study
- EV charger need analysis
- EV charger installation
- Solar installation on City owned buildings
- City communications greening---replacing outreach materials with recyclable outreach materials

County/Regional Work:

In addition to the above Ketchum specific projects, City of Ketchum will continue to benefit from the regional work being done by Blaine County Sustainability Staff, including but not limited to:

- Sustainability Certification Program Launch
- Energy Star Inventory
- Qualified Water Efficient Landscaper (QWEL) Training
- CPACE Administration
- Sustainability Newsletters
- Task Force Facilitation
- CSCI Grant Implementation
- Grant Research
- Code Update Support
- Regional Collaboration & Communication
- Climate Action Plan Updates
- Climate Risk and Vulnerability Analysis

Project	Lead	Support	Q1			Q2			Q3			Q4		
			October	November	December	January	February	March	April	May	June	July	August	September
GHG Emissions Inventory	Eve	Andrew												
EnergyStar Inventory-Ketchum	Eve	Andrew												
EnergyStar Inventory-Blaine County	Eve	Andrew												
Certification Program Launch	Andrew	Eve												
QWEL Training	Andrew	Eve												
CPACE Administration	Eve	Andrew												
Newsletters	Andrew	Eve												
Task Force Facilitation	Eve	Andrew												
CRVA Finalize	Eve													
CSCI Grant Implementation	Eve	Andrew												
Grant Research	Andrew	Eve												
Code Update Support-Ketchum	Both													
Code Update Support-Blaine County	Both													
Regional Collaboration & Communication	Eve	Andrew												
Climate Action Plan Updates	Both													
Compost Program Facilitation	Eve													
KSAC Facilitation	Eve													
Clearpath Upload	Eve													
MT 2030	Andrew	Eve												
Ketchum Specific Projects: potential community aluminium drop off site, leak detection study, building efficiency upgrades, EV charger(s), solar at wastewater treatment plant? City flyers not coated in plastic?	Both													

Key	
Blaine County/Regional	Time Intense
	Time Efficient
Ketchum Specific	Time Intense
	Time Efficient

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Daniel Hansen/Administration

Agenda Item: Recommendation to approve MOU #25-014 with The Community Library

Recommended Motion:

"I move to approve MOU #25-014 with The Community Library to define partnership roles and responsibilities for their proposed historic sculpture installation."

Reasons for Recommendation:

- The city supports the preservation of Ketchum's history and culture, and pursues opportunities to honor it and create programming around it.
- The city and The Community Library have partnered together on many programs and events. Specifically, the Library's Center for Regional History and Wood River Museum of History and Culture have played a major role in providing information, resources, and support for the city's historic and cultural programming, preservation, and event efforts.
- The Community Library is pursuing a historic sculpture installation in front of the Wood River Museum of History and Culture (580 4th St. E., Ketchum) in the near future.
- The following MOU would support this public installation through a partnership between the city and the Library and outlines the roles and responsibilities of each party.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	Per the MOU, the Library would be responsible for the sculpture's creation and maintenance. They would own the sculpture and assume liabilities related to it. The city would help support the project by providing in-kind support for: • right-of-way permitting; • help planning the installation;

	• public safety and ADA compliance; • and installation labor and hardware. At a later date, with City Council and/or Ketchum Urban Renewal Agency board support, the city may also consider funding additional installation improvements around the sculpture, including: • landscaping; • pavers or a pedestal; • or architectural services.

Attachments:

1. MOU #25-014

City of Ketchum

MEMORANDUM OF UNDERSTANDING 25-014

City of Ketchum/The Community Library

PARTIES

Effective on the _____ day of _____ 2025, this Memorandum of Understanding (MOU) is between The Community Library (Library), an Idaho nonprofit organization, and the City of Ketchum, a political subdivision of the State of Idaho (City).

PURPOSE

The City and The Community Library have partnered together on many programs and events. Specifically, the Library's Center for Regional History and Wood River Museum of History and Culture have played a major role in providing information, resources, and support for the city's historic and cultural programming, preservation, and event efforts. The Community Library is pursuing a historic sculpture installation in front of the Wood River Museum of History and Culture (580 4th St. E., Suite 130, Ketchum) in the near future. The installation will be a life-sized depiction of George Blackmon by renowned classical figure sculptor Dana King. Blackmon was a freed slave and Black mining pioneer who came to the Wood River Valley in the late 1800s, working claims in the nearby Fourth of July Creek area into the 1930s. He is also the namesake of the nearby Blackmon Peak in the Sawtooth National Recreation Area's White Cloud Mountains. The Community Library will be raising funds for the creation of this historical work. The City wishes to support this public installation to preserve and celebrate the community's history and culture, and would like to partner with the Library on this project by providing access and permitting to provide for installation and location in the City right-of-way, along with creating the infrastructure to make it possible.

The purpose of this MOU is to formalize an understanding of the terms of this partnership and demonstrate the shared commitment of both parties to the successful completion of this sculpture installation.

AGREEMENT

Section I: Providing and preparing the right-of-way space for installation

- At a minimum, to the extent such can be done without the unreasonable interference with public safety considerations, the City will provide a 9 square foot space to install the sculpture in the right-of-way. The location will be positioned no further than 13 feet to the east or west of the Wood River Museum's front entrance, and no further than 18 feet to the north of the entrance (or 27 feet to the north of the front entrance, if the right-of-way were to be expanded in the future). (See Exhibit A attached for the approximate location). Adequate foundation and hardware to fasten the sculpture safely to the sidewalk will be provided by the City.
- The City will explore providing and installing additional infrastructure and complementary installations to create a public point of interest and gathering space around the installation, including but not limited to landscaping, benches, and lighting, dependent on funding

approval for these additions by the City Council and/or Ketchum Urban Renewal Agency. The City will provide architectural services to design any additional infrastructure or landscaping for the project, in close collaboration with the Library and the artist.

Section II: Permitting and approval of construction and installation in the right-of-way

- Upon submission by the Community Library, the City will timely process and consider right-of-way encroachment permit applications, in accordance with the standards under City Code, associated with both the installation and the long-term location for public display of the sculpture within the City right-of-way.
- Finding the sculpture to be of general public benefit and in the public interest, the City will cover or waive the fees for the reasonably necessary right-of-way encroachment permits and process.

Section III: Installation

- The City will provide all staffing, equipment, and supplies reasonably necessary (other than the sculpture itself) to install the sculpture and will work with The Community Library and the artist to ensure that the installation is completed to the satisfaction of the City and The Community Library.
- The Library shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the display site and its installation. The City has agreed to provide assistance by providing a concrete pad for installation and placing the artwork on the concrete pad, and requires the sculpture to be anchored into the pad. Despite the City's assistance, the Library remains solely responsible for all costs and liabilities related to or arising from the installation or removal of the sculpture.

Section IV: Ownership and responsibility

- The Library is responsible for all costs and ownership associated with the creation of the sculpture.
- The Library is responsible for all planning and costs to create, prepare, and transport the sculpture to the designated site.
- The Library is responsible for all liabilities for the sculpture, including maintenance or repair, and any insurance needed to protect the asset.
- The City is responsible for liabilities related to infrastructure placed in the right-of-way as part of the sculpture's installation that is not a part of the sculpture itself, including landscaping, benches, pavement, etc.

TERMINATION

This MOU may be terminated at the option of either party upon sixty days' notice. The parties will communicate and reasonably cooperate to minimize and mitigate any relocation burdens in the event of such a termination. In the event of termination of this contract, the sculpture must be removed or relocated by the Library from the location defined in the agreement within 90 days of termination.

BREACH OF PERMIT CONDITIONS

In the event of a breach or violation of permit conditions, including this MOU, the City may notice and provide remedies and/or termination of the agreement.

EXECUTION

This MOU shall become effective upon signature and remain in effect in perpetuity. Its duration may be extended, reduced, or amended in writing by mutual agreement of the parties.

The Community Library

By: _____

Its: _____

City of Ketchum

By: _____

Its: _____

EXHIBIT A

GENERAL LOCATION FOR SCULPTURE INSTALLATION*

**Exact location dependent on potential right-of-way improvements*



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to approve Construction Encroachment and Access Agreement #26991

Recommended Motion:

I move to approve Construction Encroachment and Access Agreement #26991.

Reasons for Recommendation:

- 401 Northwood Way (subject property) has a history of challenges resulting from significant flooding that occurred in 2017. The current condition of the property is significantly degraded, and large gravel bags have been in place since 2019, impacting the functionality and aesthetics of the riparian and floodplain areas. A full history of the property can be found below in the analysis section.
- A Floodplain Development Permit for stream alteration of the area was submitted on June 20, 2024, following many years of discussions between property owners and city staff to correct the issues from 2017 and restore the riparian area on the subject property.
- Certain elements of the proposed project straddle the subject property and property owned by the City of Ketchum. Planning staff worked with other city departments and the city's floodplain development manager to review the proposed work. Staff believe the proposed work to be an improvement to the area and necessary for a successful project.
- The Planning and Zoning Commission conducted a public hearing on the application at their October 14, 2025 meeting. Following an extensive review of the floodplain criteria, presentations by staff and the applicant, and hearing of public comment, the Commission approved the application unanimously and adopted the Findings of Fact with 17 conditions at their October 14, 2025 meeting.

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

INTRODUCTION

The property is located at 401 Northwood Way, at the corner of Northwood Way and Saddle Rd (the "subject property"). See Figure 1 for the location. The property is zoned General Residential Low Density (GR-L) and includes area within the Floodplain Management Overlay District. The subject property is accessed from Northwood Way, through 391 Northwood Way, also owned by the Swans. The subject property contains one single family residence built in 1991 according to the Blaine County Clerk and Recorder. The property borders the Big Wood River, with a side channel from the Big Wood River to the east along the Chateaux of Northwood Townhomes referred to as the east channel.

As described further in the Background section below, the subject property has a history of challenges resulting from significant flooding that occurred in 2017. The current condition of the property is significantly degraded, and large gravel bags have been in place since 2019, impacting the functionality and aesthetics of the riparian and floodplain areas. The applicant proposed a variety of alterations to the Big Wood River, adjacent to and within the subject property, to create a stable and permanent condition that minimizes the need for corrective action in the future. The packet for the Planning and Zoning Commission meeting can be found **HERE**. The signed Findings of Fact can be found in Attachment 2.



Figure 1: Subject Property Location

BACKGROUND

As noted above, the history of the subject property and flood management efforts is extensive, and many iterations have occurred. Below is a general timeline of what has occurred over the past decade in relation to the subject property.

2015 – Administrative Floodplain Development Permit issued for landscape improvements outside the floodplain and riparian boundaries.
2017 – Flooding occurred resulting in the destabilization of the east bank of the Big Wood, gravel deposits, and increased flood elevations.
2018 – Stream Alteration Permit approved (P18-131) – proposed improvements on subject property and property to the north.
2019 – Emergency Stream Alteration Permit approved (P19-044) – installation of sandbags that exist today (figure 2).
2019/2020 – Amended Stream Alteration Permit withdrawn (P19-138) – amended to remove improvements to the property north of the subject property.
2020 – Discussions began with Wood River Land Trust and Trout Unlimited to conduct a comprehensive river reach study.
2023 – Discussions of stream alteration resumed between the city and property owner.
2024 – Stream Alteration Permit (P24-057) submitted June 20, 2024 – current application.


Figure 2 Gravel Bag Location

Ketchum Municipal Code (KMC) 17.88.200 requires that "If an emergency stream bank stabilization permit is granted, the applicant shall apply for a waterways design review/stream alteration permit under article I of this chapter within six months from the date of the issuance of the emergency stream bank stabilization permit." As shown above, a stream alteration permit was approved in 2018 but never constructed due to a

dispute between the two property owners. Following the 2019 emergency permit, the applicant submitted an amendment to the 2018 permit to remove improvements on the adjacent property. Upon review of the permit, staff made a recommendation of denial. The application was withdrawn prior to public hearing with the Planning and Zoning Commission. In lieu of a new permit application, the city attempted to engage the neighbors through a collaborative effort with the Wood River Land Trust and Trout Unlimited. The goal being a larger reach study and alternative design approaches to address many persistent challenges in the area along the Big Wood such as degraded habitat, unstable banks, and diminished flow capacity, similar to the efforts being taken at the Warm Springs Preserve currently. That effort was not successful and concluded around 2021/2022.

The KMC states that "If a waterways design review/stream alteration permit under article I of this chapter and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following the issuance of the emergency stream bank stabilization permit or by another date specified by the administrator or other governmental agency". However, the code does not specify what to do in the event a permit is not granted. The city, exercising its enforcement discretion, elected to not initiate a formal enforcement process against the property owner as the city believed the property owner to be cooperating in good faith. In 2023 the property owner contacted city staff to gain resolution to the condition of the subject property garnering attention and igniting frustration among community members in the vicinity. A detailed survey was conducted of the project area in 2018 and again in 2023 to ensure that any changes in existing conditions were adequately accounted for.

Following collaborative discussions between staff and the applicant, the city received a new stream alteration permit on June 20, 2024. Upon deeming the application complete, staff conducted two rounds of review of the application. As the Big Wood River is considered a "water of the United States", the Army Corps of Engineers (ACE) was conducting a concurrent review of the application. Following the second round of review, changes to the design prompted a re-review by ACE. At that time, the applicant was notified that the area contained within Area 4 of Attachment B was considered a jurisdictional wetland and that impacts to that area were to be minimized below a certain threshold in order to be permitted. This caused a delay in the review while the applicant revised the proposed project to address the requirements by ACE. The applicant resubmitted the application in July 2025, which has been reviewed a third time by staff prior to scheduling the application with the Planning and Zoning Commission. The Planning and Zoning Commission conducted a public hearing on the application at their October 14, 2025 meeting. Following an extensive review of the floodplain criteria, presentations by staff and the applicant, and public comment, the Commission approved the application unanimously and adopted the Findings of Fact with 17 conditions at their October 14, 2025 meeting.

PROPOSED CONSTRUCTION

As noted above, certain aspects of the project require approval by the city to complete. There are four areas as outlined and described in detail in Exhibit A of the Construction Encroachment and Access Agreement as follows:

- Area 1 – debris removal – requires approval by City and Community Library
- Area 2 – debris removal – requires approval by the Community Library
- Area 3 – debris removal – requires approval by the City
- Area 4 – temporary water bypass – requires approval by the City

The attached construction encroachment and access agreement permits the work in Areas 1 and 2 only if approval from the Community Library is granted. Otherwise, construction would only include work in Areas 3 and 4. The conditions of approval of the floodplain development permit also include this requirement.

Sustainability Impact:

The approved stream alteration permit supports many sustainability goals related to increased river health, protection of public health by improving the flood carrying capacity of the floodplain and does not cause any negative downstream impacts.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Construction Encroachment and Access Agreement #26991
2. FDP Permit #24-057 Findings of Fact, Conclusions of Law, and Decision

CITY OF KETCHUM
CONSTRUCTION ENCROACHMENT AND ACCESS AGREEMENT #26991

This Construction Access Agreement (**Agreement**) is entered into as of _____, by and between City of Ketchum (**City**), an Idaho municipal corporation, as owner of Parcel # RPK4N17012095C, Ketchum, ID 83340 (**Property**) and Sandra and Robert Swan, owners of 401 Northwood Way, Ketchum, ID 83340 (**Property Owner**).

1. Purpose: City grants to Property Owner the limited use and access to portions of the Property as reasonably needed for the purpose of performing construction activities as described in Exhibit A attached hereto (**Construction Activities**). Said Construction Activities were conditionally approved under Floodplain Development Permit P24-057 by the Planning and Zoning Commission, upon the condition that this Agreement be approved by the City Council.

2. Access Period: The access and use period shall commence on November 4, 2025 and terminate on or before October 15, 2026, unless extended by mutual agreement of the parties. Reasonable extensions shall be granted by City as reasonably necessary to sufficiently complete the Construction Activities so long as not due to unreasonable delays by Property Owner.

3. Minimize Disruption: Property Owner agrees to conduct Construction Activities in a manner that seeks to minimize disruption to the Property and complies with all applicable laws and regulations. Prior to start of construction, a construction activity plan shall be submitted to the City by the Property Owner for review and approval by the City Engineer.

4. Insurance: Property Owner will maintain adequate and appropriate insurance coverage, including but not limited to liability insurance, to cover any damages or injuries that may occur during the Construction Activities. Property Owner will provide proof of insurance upon request of City.

5. Responsibility: Property Owner will maintain sole responsibility for the Construction Activities and associated use by Property Owner and its agents, except to the extent caused by the City's negligence.

6. Restoration: Upon completion of the construction activities, Property Owner will reasonably restore the Property to the condition shown on the project plans approved under Floodplain Development Permit P24-057.

7. Compliance with Laws: Property Owner shall comply with all applicable laws, regulations, and permits in connection with the Construction Activities.

8. Termination: If City believes Property Owner to be in breach of this Agreement, City will notify Property Owner and Property Owner will have seven calendar days to dispute or reasonably pursue a cure of the alleged breach. Either party may terminate this Agreement with written notice if the other party breaches and fails to cure any material term of this Agreement.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Idaho. Venue for any dispute shall be in Blaine County, Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Encroachment and Access Agreement as of the effective date above.

Property Owners

_____
Sandra Swan

_____
Robert Swan

City of Ketchum

_____
Neil Bradshaw, Mayor

_____
Attest: Trent Donat, City Clerk

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

On this _____ day of _____, 2022, 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 _____,)
) ss.
County of _____.)

On this _____ day of _____, 2022, 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.

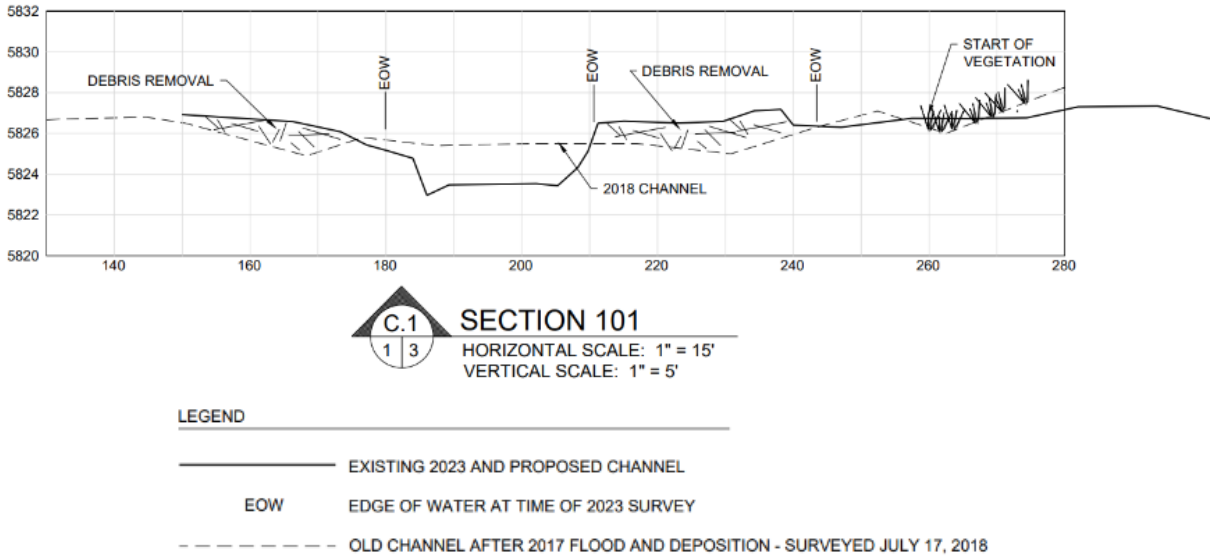
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public for _____
Residing at _____
Commission expires _____

Exhibit A: Description of Construction Activities

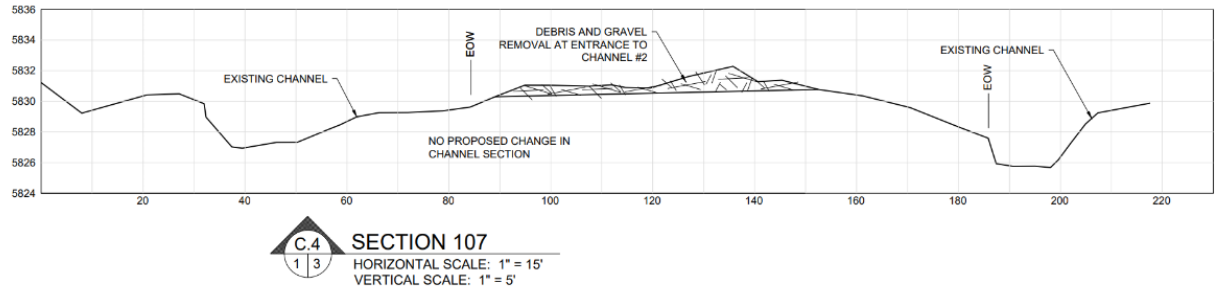
Removal of debris jam removal in Area 3 as shown below. The debris jam is located partially on the Property and partially on 401 Northwood Way. Construction of a temporary water bypass just north of Area 4 located partially on the Property and partially on 401 Northwood Way.





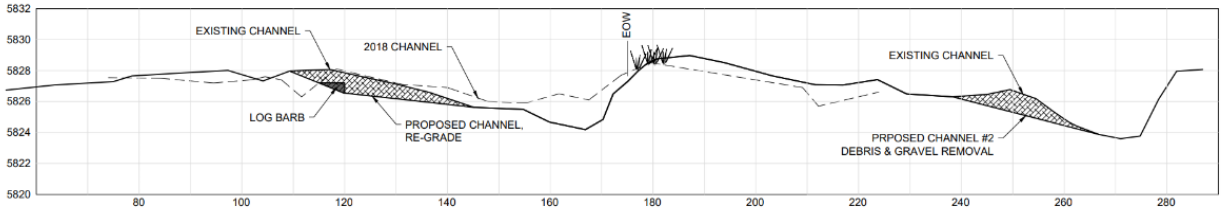
Per the conditions of approval of Floodplain Development Permit P24-057, pending approval by the Community Library, additional debris and gravel removal will occur in Areas 1 and 2 in the map above.

Area 1



C.4 / 1 | 3 SECTION 107
HORIZONTAL SCALE: 1" = 15'
VERTICAL SCALE: 1" = 5'

Area 2



C.4 / 1 | 3 SECTION 104
HORIZONTAL SCALE: 1" = 15'
VERTICAL SCALE: 1" = 5'

City of Ketchum
Planning & Building

IN RE:	)
	)
Swan Stream Alteration	) KETCHUM PLANNING AND ZONING COMMISSION
Floodplain Development Permit	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P24-057	) DECISION
	)
Date: October 14, 2025	)
	)

PROJECT:	Swan Stream Alteration Permit
APPLICATION TYPE:	Floodplain Development Permit
FILE NUMBER:	P24-057
PROPERTY OWNER:	Robert H and Sandra Swan (Trustees)
REPRESENTATIVE:	Chuck Brockway, Brockway Engineering (consultant)
LOCATION:	401 Northwood Way (Chateaux of Northwood, Lot 12)
ZONING:	General Residential Low Density (GR-L) & Floodplain Management Overlay District (FMOD)

RECORD OF PROCEEDINGS

A floodplain development permit application was received on June 20, 2024, and routed to all staff departments and Harmony Engineering and Design for review. Two rounds of review and revisions were conducted. Following the first round of review, the applicant received notification from the Army Corps of Engineers that a new joint application was required due to the extent of the changes proposed. This caused a delay in the application. The revised application was submitted to the city in July 2025. Following one round of review, the application was scheduled for public hearing with the Planning and Zoning Commission. A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 19, 2025. The notice was published in the Idaho Mountain Express on September 19, 2025. A notice was posted on the project site and the City's public notice webpage on September 29, 2025. The application materials were posted on the Planning and Building Active Applications webpage on September 30, 2025. The application was heard at a public hearing of the Planning and Zoning Commission on October 14, 2025.

BACKGROUND

The property is located at 401 Northwood Way, at the corner of Northwood Way and Saddle Rd (the "subject property"). The property is zoned General Residential Low Density (GR-L) and includes area within the Floodplain Management Overlay District. The subject property is accessed from Northwood Way, through 391 Northwood Way, also owned by the Swans. The subject property contains one single family residence built in 1991 according to the Blaine County Clerk and Recorder. The property borders the Big Wood River, with a side channel from the Big Wood River to the east along the Chateaux of Northwood Townhomes.

The subject property has a history of challenges resulting from significant flooding that occurred in 2017. The current condition of the property is significantly degraded, and large sandbags have been in place since 2020. Impacting the functionality and aesthetics of the riparian and floodplain areas. Below is a general timeline of what has occurred over the past decade in relation to the subject property.

2015 – Administrative Floodplain Development Permit issued for landscape improvements outside the floodplain and riparian boundaries
2017 – Flooding occurred resulting in the destabilization of the east bank of the Big Wood, gravel deposits, and increased flood elevations
2018 – Stream Alteration Permit approved (P18-131) – proposed improvements on subject property and property to the north.
2019 – Emergency Stream Alteration Permit approved (P19-044) – installation of sandbags that exist today
2019/2020 – Amended Stream Alteration Permit withdrawn (P19-138) – amended to remove improvements to the property north of the subject property.
2020 – Discussions began with Wood River Land Trust and Trout Unlimited to conduct a comprehensive river reach study
2023 – Discussions of stream alteration resumed between the city and property owner.
2024 – Stream Alteration Permit (P24-057) submitted June 20, 2024 – current application

KMC 17.88.200 requires that "If an emergency stream bank stabilization permit is granted, the applicant shall apply for a waterways design review/stream alteration permit under article I of this chapter within six months from the date of the issuance of the emergency stream bank stabilization permit." As shown above, a stream alteration permit was approved in 2018 but never constructed due to a dispute between the two property owners. Following the 2019 emergency permit, the applicant submitted an amendment to the 2018 permit to remove improvements on the adjacent property. Upon review of the permit, staff made a recommendation of denial. The application was withdrawn prior to hearing with the Planning and Zoning Commission. In lieu of a new permit application, the city attempted to engage the neighbors through a collaborative effort with the Wood River Land Trust and Trout Unlimited. The goal being a larger reach study and alterative design approaches to address many persistent challenges in the area along the Bigwood such as degraded habitat, unstable banks, and diminished flow capacity similar to the efforts being taken at the Warm Springs Preserve currently. That effort was not successful and concluded around 2021/2022.

The KMC states that "If a waterways design review/stream alteration permit under article I of this chapter and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following

the issuance of the emergency stream bank stabilization permit or by another date specified by the administrator or other governmental agency". However, the code does not specify what to do in the event a permit is not granted. The city, exercising its enforcement discretion, elected to not initiate a formal enforcement process against the property owner as the city believed the property owner to be cooperating in good faith. In 2023 the property owner contacted city staff to gain resolution to a long-standing issue garnering attention and igniting frustration among community members in the vicinity. A detailed survey was conducted of the project area in 2018 and again in 2023 to ensure that any changes in existing conditions were adequately accounted for.

Following collaborative discussions between staff and the applicant, the city received a new stream alteration permit on June 20, 2024. Upon deeming the application complete, staff conducted two rounds of review of the application. As the Big Wood River is considered a "water of the United States", the Army Corps of Engineers was conducting a concurrent review of the application. Following the second round of review, changes to the design prompted a re-review by the Army Corps of Engineers (ACE). At that time, the applicant was notified that the area contained within Area 4 was considered a jurisdictional wetland and that impacts to that area were to be minimized below a certain threshold to be permitted. This caused a delay of the review while the applicant revised the proposed project to address the requirements by ACE. The applicant resubmitted the application in July 2025, which has been reviewed a third time by staff prior to scheduling the application with the Planning and Zoning Commission.

A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 19, 2025. The notice was published in the Idaho Mountain Express on September 19, 2025. A notice was posted on the project site and the City's public notice webpage on September 29, 2025. The application materials were posted on the Planning and Building Active Applications webpage on September 30, 2025.

FINDINGS OF FACT

The Planning and Zoning Commission having reviewed the project record, provided notice, and conducted the required public hearing does hereby find that the project does conform to applicable standards and criteria as set forth in Ketchum Municipal Code Chapter 17.88 – Floodplain Management Overlay Zoning District (FP). After deliberation, the Commission found the project to be in conformance with the floodplain development criteria. Therefore, the Commission does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
☒	☐	☐	17.88.050(E)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.

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
			Finding	*Due to high levels of snowpack, coupled by warm temperatures, and a significant rain event, the 2017 flooding was the largest flooding event in the City of Ketchum in many years. During this event, Warm Springs Creek, Trail Creek, and the Bigwood River experienced water levels that overtopped banks, created debris jams, and in some instances re-routed portions of the river. The Bigwood River was specifically compromised in the area of the subject property. In this location, the Bigwood River is less constrained by development until further south down the river. During large flood events, water will overtop river banks and sheet flood across large portions of open land owned by private entities, the City of Ketchum, and the Community Library.* *Prior to the 2017 flood event the area east of the eastern bank of the main channel of the Big Wood River now proposed for bank stabilization and land reclamation/restoration was largely in a manicured, non-native state. Groundcover was largely turfgrass with minimal shrubs and trees. Turfgrass extended to the bank of the river on the bank that abuts the main channel of the Big Wood River.* *As described in the narrative and plans submitted by Brockway Engineering, the 2017 flood event resulted in deposition of significant quantities of gravel within the main channel of the Big Wood River in the vicinity of the subject property and erosion/land loss due to bank erosion. Subsequent runoff occurred in the spring of 2018 and 2019 with overland flooding both years. The scope of work proposed by this permit involves excavation from the river channel, bank stabilization along the main channel and eastern side channel, land reclamation, and restoration.* *The east bank of the Bigwood property, adjacent to the subject property and the north bank of the side channel will be stabilized with bank hardening techniques (toe rock and geogrid material) and bioengineering techniques (installation of logs with root wads to function as bank barbs, installation of willows within the interspatial voids of the toe rock). The toe rock and geogrid will be placed at the toe of the slope, below the ordinary high water mark, and covered with top soil and landscaping to establish a natural condition of the river and riparian area.*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				Post-2017 flooding and 2018 and 2019 runoff, land areas on the subject property affected by sheet flow are being reclaimed, filled and revegetated with native, riparian and wetland vegetation. In addition to the reclamation work, the scope of the stream alteration includes the burying of a rock wall and installation of geogrid fabric. All existing vegetation will be removed, the land regraded to spot elevations shown in the plan set, and new grasses and shrubs will be installed. As such, the 25' riparian zone on the subject property will be restored to a state that is more characteristic of a native riparian zone than what existed prior to the 2017 flood.
☒	☐	☐	17.88.050(E)2	**No temporary construction activities, encroachment or other disturbance into the 25-foot riparian zone, including encroachment of below grade structures, shall be permitted, with the exception of approved stream stabilization work and restoration work associated with a riparian zone that is degraded.**
			Finding	*Temporary construction activities and encroachments are proposed by the project but are solely and directly related to stream stabilization and riparian restoration work. Such encroachments include the toe rock and geogrid fabrics proposed along the east bank of the main channel. Groundwater discharge piping currently exists within the riparian area on the north end of the property along the Bigwood River. These discharge pipes are to be rerouted to discharge near the east channel instead.*
☒	☐	☐	17.88.050(E)3	**No permanent development shall occur within the 25-foot riparian zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this 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.**
			Finding	*As noted above, no permanent development is proposed within the riparian zone with the exception of the groundwater discharge pipes on the east channel. Prior to the 2017 flood, small sump pumps in the crawl space were used occasionally. Following the 2017 flood,*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				groundwater seepage into the crawlspace increased to a level where the small sump pumps were no longer adequate. In fall 2020, a groundwater dewatering system was installed by the property owner. This system includes two large sump pumps with discharge pipes that divert groundwater and create a depression in the water table sufficient to keep groundwater from seeping into the crawl space. One sump pump is located at the north end of the structure and discharges water into the Big Wood River at the north end of the property. The second sump pump is located on the south end of the structure and discharges water into the east channel. *The Clean Water Act prohibits persons from discharging pollutants (oil, dirt, human waste, or chemicals) through a point source (pipe, ditch, channel, etc.) into a "water of the United Sates" without a permit. However, the dewatering system is not subject to a permit requirement by the Idaho Department of Water Resources (IDWR) or the Idaho Department of Environmental Quality (DEQ) because the sumps draw clean water directly from the water table, rather than pumping dirty water from a crawlspace without manufactured or natural filtering systems in place.* *However, per Section 17.88.050.E.3 of the city's floodplain regulations, "No permanent development shall occur within the 25-foot riparian zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this 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; and d. Development by the City of Ketchum." The KMC defines development broadly, including permanent infrastructure related to the discharge of water.* *During review of the application, staff raised the issue of the discharge pipes with the applicant. The applicant represents that removal of the sump pumps and discharge pipes entirely would jeopardize the foundation of the structure as it would leave the foundation unprotected during flooding events. In other parts of the city, homeowners often utilize temporary sump pumps in crawl spaces*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				and discharge dirty water into the city's right-of-way. The applicant evaluated an option to reroute the north discharge pipes to consolidate the discharge locations into the east channel. This proposal requires a significant amount of piping and land disturbance. The Commission appreciates the effort to minimize impacts to riparian areas, however, the Commission believes that removal and proper reinstallation of the northern discharge pipes in their current location is the best course of action. The existing pipes sit at the surface and visually impact the aesthetic of the bank and riparian areas, improperly discharging water and creating additional erosion. Replacement and proper installation of the pipes a minimum of 18 inches below surface would remove the visual impact, further minimize erosion, and not impact the ability of the riparian area to establish properly.
☐	☐	☒	17.88.050(E)4	**New or replacement planting and vegetation in the riparian zone shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings most commonly include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle. However, in rare instances the distance from the top-of-bank to the mean high water mark is significant and the native vegetation appropriate for the riparian zone are low growing, drought resistant grasses and shrubs. Replacement planting and vegetation shall be appropriate for the specific site conditions. Proposal does not include vegetation within the 25-foot riparian zone that is degraded, not natural, or which does not promote bank stability.**
			Finding	*The KMC states "The Waterways Review District includes all parcels containing lands that are within 25 feet of the mean high-water mark as measured horizontally from the mean high-water mark of any waterway. Waterways include the Big Wood River, Trail Creek, and Warm Springs Creek, and any and all channels having year-round or intermittent flow. These lands within 25 feet of the mean high-water mark area also known as the riparian zone that is regulated by the City of Ketchum". This language requires that areas along the Bigwood River and the east channel be restored to establish*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				appropriate riparian areas along both. However, in previous determinations by former city staff and the Commission, through permit reviews and approvals, riparian restoration of the east channel has not been required. *The applicant proposes significant riparian restoration along the Bigwood River, including the western most portion of the east channel where it connects to the Bigwood, but proposes a less intense treatment of toe rock and root barbs along the east channel. As noted above, the majority of the area along the east channel is now considered a jurisdictional wetland, much of which is to remain undisturbed. There is a small stretch toward the eastern most property line that is proposed to be filled as discussed above.* *Based on the KMC, The Commission determines that the east channel does contain a 25-foot riparian zone as the channel will have intermittent flow and the area is. The Commission believes the current proposal by the applicant is sufficient. Following completion, the east channel will flow during medium to high water periods, however, will likely not flow during low water times. As seen over the past seven years, the area along the east channel has re-established itself naturally and will likely continue to do so in the areas left undisturbed. The conditions of approval recommended above related to planting within the wetland fill areas encourage selection of plant species suitable for dry riparian areas, which the east channel will be during many months.* *In general, the Commission is supportive of the stream alteration and bank stabilization proposed for the project, however, the Commission believe that additional consideration of the planting plan within the riparian area is warranted. The application narrative provides an overview of the planting plan, planting methods, and coverage targets for the various zones, including two zone specific to the riparian area. Zone 2 is the area within the 25 foot riparian area between the ordinary mean high water mark and the 25-foot boundary. Zone 3 is the area from the ordinary mean high water mark down to the toe of the channel.*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				Healthy riparian areas are characterized by a hierarchy of plants (grasses, shrubs, and trees) of varying species creating a dynamic biodiverse environment that enhances habitat areas for aquatic and avian species, stabilizes riverbanks, and promotes improved water quality. This stretch of the Big Wood River is a specific microclimate with significant shade and habitat refuge. Trees are a critically important and prevalent species on this stretch of the Big Wood as they provide shade and habitat refuge. The proposed planting plan for zones 2 and 3 are limited to riparian grasses and shrubs with no proposed trees and low planting densities. Additionally, the planting method proposes to install grasses through a hydroseed method that is not always successful in riparian or floodplain applications. Finally, the proposed seed mixes for the riparian area are drought tolerant and hearty, but not specific to riparian areas. *To ensure the best degree of success in this critical area, the following conditions of approval shall apply:* • *The landscape plan shall be revised as follows and submitted to the Planning and Building Department for review, comment, and final approval prior to installation of any landscaping:* o *Include a minimum of five trees within Zone 2 of a species identified in the Blaine County Wetland and Riparian Plant List appropriate for the zone immediately behind the streambank. The landscape plan shall also be revised to increase the planting density of shrubs within the Zone 2 area from 6 per 1,000 SF to 10 per 1,000 SF.* o *Include a minimum of five trees within Zone 3 of a species identified as bank stabilizers in the Blaine County Wetland and Riparian Plant List. Cottonwood trees located at the top of the slope are preferred, however, other species may be considered. Grouping of trees may be appropriate provided the locations of trees are strategically placed to maximize bank stabilization at key pressure point locations (south end of bank stabilization)* o *Require a minimum of two staggered rows of willows at a spacing no greater than 5 feet. Coyote Willows*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				are preferred at the toe of the slope, however, a similar species may be considered. o *Propose a new grass mix for the riparian area with species identified in the Blaine County Wetland and Riparian Plant List for undergrowth grasses and forbs in riparian areas. The landscape plan shall also be revised to propose an alternate planting method for grasses such as hydro mulch, intermittent plug planting, or other methods with greater success rates in riparian areas.* o *Identify temporary fencing requirements for trees and shrubs for a minimum of 3 growing seasons to ensure adequate success rates of plantings.*
☒	☐	☐	17.88.050(E)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.**
			Finding	*The proposal does not include the construction of a new building, nor does it include any changes to the existing structure or driveway. The existing residence is outside of the floodplain boundary completely. The proposed project does include fill of wetlands and land restoration of fill areas with landscaping that will not obstruct sheet flooding of water during flood events as demonstrated by the model conducted by the applicant and reviewed by the City's Floodplain Administrator. Landscaping proposed in reclaimed areas are mainly low-lying grasses with sporadic planting of shrubs. As these areas are considered "Dry Riparian/Mesic Meadow" areas in the Blaine County Wetland and Riparian Plant List and shall be restored per the following conditions:* • *The applicant shall revise the landscape plan dated June 7, 2024 to reflect the Commission approved extents of wetland fill and revise the planting plan to reflect a mix of appropriate shrubs and grasses outlined in the 2021 Blaine County Wetland and Riparian Plant List for "Dry Riparian" areas. The revised plan shall be provided to the Planning and Building*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				Department for final review and approval prior to any installation. • *The landscape plan shall be revised to include information regarding the protection and irrigation of the disturbed and revegetated areas to ensure success rates are achieved. Irrigation shall be provided, either permanently or temporarily, for a minimum of 2 growing seasons. Permanent irrigation is not permitted within the 25-foot riparian zone.*
☒	☐	☐	17.88.050(E)6	**Flood water carrying capacity is not diminished by the proposal.**
			Finding	*The project includes laying back the banks of the Big Wood River adjacent to the property and installing bank stabilization. The proposed grading at the bank will increase the flood carrying capacity by increasing the conveyance area of the channel in these locations. As shown in Table 1 of the applicant's narrative, the total excavation in the Big Wood (items 1-3) is 228 CY along the channel banks and the total fill is 155 CY within the eroded floodplain, resulting in a net increase in conveyance area.* *Other factors that affect the flood carrying capacity include channel roughness, slope, and alignment, which are not being modified with this project. The effective flow rates from FEMA, which are lower than the preliminary flow rates, were used since small channel modifications will have a greater impact under lower flows and this allowed for better evaluation of the no-rise requirement.*
☒	☐	☐	17.88.050(E)7	**Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.**
			Finding	*Healthy riparian areas are characterized by a hierarchy of plants (grasses, shrubs, and trees) of varying species creating a dynamic biodiverse environment that enhances habitat areas for aquatic and avian species, stabilizes riverbanks, and promotes improved water quality. This stretch of the Big Wood River is a specific microclimate with significant shade and habitat refuge. Trees are a critically important and prevalent species on this stretch of the Big Wood as they provide shade and habitat refuge. The proposed planting plan for zones 2 and 3 are limited to riparian grasses and shrubs with no proposed trees and low planting densities. Additionally, the planting method proposes to install grasses through a hydroseed method that is not always successful in riparian or floodplain applications. Finally,*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				the proposed seed mixes for the riparian area are drought tolerant and hearty, but not specific to riparian areas. *To ensure the best degree of success in this critical area, and to enhance and protect acquatic and avian species, the following conditions must be met:* • *The landscape plan shall be revised as follows and submitted to the Planning and Building Department for review, comment, and final approval prior to installation of any landscaping:* o *Include a minimum of five trees within Zone 2 of a species identified in the Blaine County Wetland and Riparian Plant List appropriate for the zone immediately behind the streambank. The landscape plan shall also be revised to increase the planting density of shrubs within the Zone 2 area from 6 per 1,000 SF to 10 per 1,000 SF.* o *Include a minimum of five trees within Zone 3 of a species identified as bank stabilizers in the Blaine County Wetland and Riparian Plant List. Cottonwood trees located at the top of the slope are preferred, however, other species may be considered. Grouping of trees may be appropriate provided the locations of trees are strategically placed to maximize bank stabilization at key pressure point locations (south end of bank stabilization)* o *Require a minimum of two staggered rows of willows at a spacing no greater than 5 feet. Coyote Willows are preferred at the toe of the slope, however, a similar species may be considered.* o *Propose a new grass mix for the riparian area with species identified in the Blaine County Wetland and Riparian Plant List for undergrowth grasses and forbs in riparian areas. The landscape plan shall also be revised to propose an alternate planting method for grasses such as hydro mulch, intermittent plug planting, or other methods with greater success rates in riparian areas.*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				○ *Identify temporary fencing requirements for trees and shrubs for a minimum of 3 growing seasons to ensure adequate success rates of plantings.*
☐	☐	☒	17.88.050(E)8	Building setback in excess of the minimum required along waterways is encouraged. An additional ten-foot building setback beyond the required 25-foot riparian zone is encouraged to provide for yards, decks and patios outside the 25-foot riparian zone.
			Finding	*n/a - There is no construction of buildings part of this application.*
☐	☐	☒	17.88.050(E)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 24 inches above the BFE for the subject property; 24 inches or two 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 feet above the highest adjacent grade.
			Finding	*n/a - There are no buildings proposed with this application.*
☐	☐	☒	17.88.050(E)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.
			Finding	*n/a - There are no buildings proposed and therefore no foundations.*
☐	☐	☒	17.88.050(E)11	All new buildings located partially or wholly within the SFHA shall be constructed on foundations that are designed by a licensed professional engineer.
			Finding	*n/a - There are no buildings proposed and therefore no foundations.*
☐	☐	☒	17.88.050(E)12	Driveways shall comply with City of Ketchum street standards; access for emergency vehicles has been adequately provided for by limiting

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				flood depths in all roadways to one foot or less during the one percent annual chance event.
			Finding	*n/a - As noted above, there are no changes to the existing residence or driveway proposed in the application. The existing driveway and residence is outside the floodplain boundary.*
☒	☐	☐	**17.88.050(E)13**	**Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.**
			Finding	*Toe rock and geogrid are all proposed to be below grade and not visible. As noted above, the riparian planting plan shall be revised to create a more robust and comprehensive riparian system that can establish quickly and withstand damage from future flooding events. To ensure that no below grade improvements become visible over time, the following condition must be met:* • *The applicant shall install the geogrid material at a depth that provides a minimum of eight inches of topsoil in all locations. 12 inches of topsoil is preferred to better support the revegetation of the disturbed areas. The applicant shall conduct an additional analysis and provide such to the Planning and Building Department for review, to determine if 12 inches of topsoil can be placed without jeopardizing the no-rise and no adverse impact certifications currently achieved by the project. Based on the results of the analysis, city staff may require additional topsoil be placed in key areas to increase success rates for revegetation and bank stability.*
☒	☐	☐	**17.88.050(E)14**	**(Stream Alteration) The proposal is shown to be a permanent solution and creates a stable situation.**
			Finding	*The proposed project includes bank stabilization including log barbs that provide habitat and direct flow to the center of the channel and a rock toe to provide stability and protection during large flood events. The channel velocity is expected to range from 3.6 to 4.7 ft/s through the project reach during the 1% annual chance event and the stone toe protection proposed is estimated to withstand average channel velocities up to 8.8 ft/s.* *This type of bank stabilization treatment that includes a rock toe with willow plantings above the OHW has been used successfully on the Big Wood River for many projects. The log barbs help reduce near bank velocities to reduce erosion and stabilize the bank. The willow*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				plantings stabilize the soils on the upper portion of the bank while providing stream shading to enhance habitat.
☒	☐	☐	17.88.050(E)15	**(Stream Alteration) No increase to the one percent 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.**
			Finding	*A hydraulic analysis using standard engineer practices was completed that showed no increase in the 1% annual chance flood elevations between existing and proposed conditions measured to the nearest 0.00-ft. A No Rise Certificate was submitted and stamped by an Idaho PE.*
☒	☐	☐	17.88.050(E)16	**(Stream Alteration) The project has demonstrated no adverse impact or has demonstrated all impacts will be mitigated.**
			Finding	*A no adverse impact statement based on the hydraulic modeling and sealed by an Idaho PE has been provided. Adverse impacts could be caused by changes in flood heights, velocity, flood carry capacity, inundation extent, or sedimentation or erosion potential. In comparing the existing and proposed condition hydraulic models, the flood heights will be reduced as discussed in criterion 15 and flood carry capacity is unchanged as discussed in criterion 6. Velocity changes ranges from a reduction of 0.06 ft/s to an increase of 0.09 ft/s within the project reach. There is a small increase of 0.01 ft/s at cross section 106, just upstream of the project site, but the velocity remains below the acceptable range for the bank protection that consists of 12-24" diameter rock that was placed along this bank in 2023.* *The proposed project decreases potential impacts to downstream properties that may be realized if no action is taken. The east channel off the Bigwood River runs from the mid-point of the subject property southeast along the Chateaux at Northwood Condos. Historically, the channel would see moderate flows during spring runoff, through mid-summer, but was not a primary conveyor of water year-round. Following 2017, flows into the east channel have increased, which creates potential risk for downstream property owners. Most of the residences immediately downstream of the subject property have structures located within the 25-foot riparian area. Allowing a*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				substantial river channel in this area would create risk of further degradation of the stream and cause continued erosion of the channel toward the residences, jeopardizing structures in the future. The project proposes to restore and stabilize the east channel in a way that returns the channel to pre-2017 conditions, maintaining intermittent flows, but not encourage further development of a year-round channel of the river in that location.
☒	☐	☐	17.88.050(E)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.**
			Finding	*As noted above, all toe rock and geogrid materials will be below the ordinary high water mark and not visible from the public. In addition, the property contains a fisherman's easement along the bank of the Bigwood and a public access easement along the northern property line of the subject property. Neither the fisherman's easement nor the public access easement will be permanently negatively impacted by the proposed project. However, both easements will have temporary closures during construction that will be signed and adequately monitored for public safety. Removal of the sandbags will result in a dramatic improvement in the aesthetic beauty of the river and assist in the river returning to its pre-2017 condition. Additionally, the Commission is requiring the applicant to evaluate options for the reduction of amount of angular rock used in the project to address natural aesthetic concerns. The following condition of approval shall apply:* • *The applicant shall explore opportunities to reduce the amount of angular rock proposed within the project for the purpose of creating a more natural aesthetic.*
☒	☐	☐	17.88.050(E)18	**(Stream Alteration) Fish habitat is maintained or improved as a result of the work proposed.**
			Finding	*The proposed project will improve aquatic and avian habitat areas with improved riparian areas that include log barbs, deep rooted plant species, and trees with shade. Robust riparian areas result in reduced flood water velocities, thereby reducing changes of erosion and channeling of the river that diminish refuge areas for fish and other*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				wildlife. The project proposes the removal of some woody debris at key obstruction points in the river channels, that is often supportive of fish habitat. However, some of that woody debris is located in areas of significant gravel deposits and does not support fish habitat. Woody debris harvested from obstruction points will be used in the restoration of the riparian area for the creation of better fish habitat in better established areas.
☒	☐	☐	17.88.050(E)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.**
			Finding	*As outlined above, the proposed project will improve aquatic and avian habitat areas with improved riparian areas that include log barbs, deep rooted plant species, and trees with shade. Robust riparian areas result in reduced flood water velocities, thereby reducing changes of erosion and channeling of the river that diminish refuge areas for fish and other wildlife.*
☒	☐	☐	17.88.050(E)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.**
			Finding	*The proposed work increases the flood carrying capacity of the area, with some proposed work occurring on the City of Ketchum property. Directly downstream of the subject property is a municipal bridge for Warm Springs Rd that crosses the Bigwood River. Removal of debris jams, increased flood carrying capacity, and reduction of river velocity from improved riparian and floodplain vegetation will reduce the risk of compromise to the bridge during peak flooding events.*
☒	☐	☐	17.88.050(E)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.**
			Finding	*Prior to the 2017 flood event the area east of the eastern bank of the main channel of the Big Wood River (Area #4) was largely in a manicured, non-native state. Groundcover was largely turfgrass with minimal shrubs and trees. Turfgrass extended across the property to*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				the bank of the river on the bank that abuts the main channel of the Big Wood River. Following the 2017 flood, the stream alteration permit that was approved had no delineated wetlands identified by the ACE and no wetland impacts or proposed mitigation. The land reclamation request, similar to what is proposed today, was considered a "repair of uplands" in the 2018 permit approval. *The repair provision that the previous approval was under is only valid for a short duration following a flood event. Due to the time that has lapsed since the 2018 approval, the repair provision is no longer available as a permitting approach. Additionally, the soils, hydrology, and plant species have begun to reclaim the area into a more natural riparian and wetland condition. As such, the ACE considers a large portion of Area #4 to now be a jurisdictional wetland. The ACE allows for limited disturbance of jurisdictional wetlands provided the area disturbed is less than 0.10 acre, or 4,356 acres of total disturbance. However, the KMC states that, "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".* *As shown on the Area #4 site plan, the proposed project includes three areas pertinent to reviewing compliance with this standard:* • *Riparian Restoration Area – approximately 3,160 SF (includes areas between the 25 ft riparian boundary to the toe of the slope)* • *Undisturbed Wetlands – 4,008 SF* • *Wetland Fill Area – 3,330 SF (includes all fill areas outside the 25 ft riparian boundary)* *The applicant is requesting latitude from the Commission to allow for the reclamation of property lost during the 2017 flood. As noted above, prior to 2017, there were no wetlands contained on the property and the majority of the vegetation was turf grass with little to no riparian area. The applicant has proposed a middle ground approach to the current condition with the preservation of 4,008 SF of newly designated wetlands that will remain untouched and*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				restoration of approximately 3,160 SF of riparian area that did not previously exist. The only work that will be conducted within the preserved wetland area is the removal of the existing gravel bags and revegetation of the areas under the gravel bag locations. *The landscape plan provided in the application materials was submitted with the initial application and has not been updated to reflect the proposal outlined above. The planting proposed within the wetland fill area includes some shrubs but consists primarily of Scottish Links fescue, which is a turf grass commonly used in golf course applications. Although drought tolerant and known to be very hardy, the Commission does not believe the proposal to be an appropriate planting choice. Blaine County has an approved Riparian and Wetland Planting List (Attachment E) that recommends plant species based on location and inundation conditions present. The City of Ketchum does not have a separately adopted plant list, and relies on the Blaine County list for guidance on how to achieve high quality riparian and wetland restoration.* *The wetland fill areas are considered "Dry Riparian/Mesic Meadow" which means that the area would be temporarily flooded or saturated for short durations. The Commission requests that the area be revegetated using a blend of grasses identified in the Blaine County plant list for those specific applications. The Commission requires the following conditions of approval:* • *The applicant shall revise the landscape plan dated June 7,2024 to reflect the Commission approved extents of wetland fill and revise the planting plan to reflect a mix of appropriate shrubs and grasses outlined in the 2021 Blaine County Wetland and Riparian Plant List for "Dry Riparian" areas. The revised plan shall be provided to the Planning and Building Department for final review and approval prior to any installation.* • *The landscape plan shall be revised to include information regarding the protection and irrigation of the disturbed and revegetated areas to ensure success rates are achieved. Irrigation shall be provided, either permanently or temporarily, for a minimum of two growing seasons.*

Floodplain Development Permit Requirements				
1. Evaluation Standards: 17.88.050€				
Compliant			Standards	
Yes	No	N/A	Guideline	City Standards
				Permanent irrigation is not permitted within the 25-foot riparian zone.

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 Municipal 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 Floodplain Development Permit application for the development and use of the project site.

2. The Commission has authority to hear the applicant's Floodplain Development Permit Application pursuant to Chapter 17.88 of Ketchum Municipal Code Title 17.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §17.88.050.D.2.b.

4. The Floodplain Development Permit application is governed under Ketchum Municipal Code Chapters 17.88.

5. The Floodplain Development Permit Application File No. P24-057, as conditioned, meets all applicable standards specified in Title 17 of Ketchum Municipal Code, as more fully described in the Findings of Fact above.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission approves this Floodplain Development Permit Application File No. P24-057 this Tuesday, October 14, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The terms of this approval shall be per the provisions of KMC 17.88.050.D.3.G – Terms of Approval.
2. This approval is only for the scope of work outlined in the application narrative and project plans dated September 25, 2025 and October 9, 2025 respectively and as conditioned hereon.
3. Any modification to approved plans as referenced in this approval shall be considered an amendment to this permit, and may require a public hearing, considered for review under the requirements of KMC 17.88.050.D.
4. The applicant shall install the geogrid material at a depth that provides a minimum of eight inches of topsoil in all locations. Twelve inches of topsoil is preferred to better support the revegetation of the disturbed areas. The applicant shall conduct an additional analysis and provide such to the Planning and Building Department for review, to determine if 12 inches of topsoil can be placed without jeopardizing the No Rise and No Adverse Impact certifications currently achieved by the project. Based on the results of the analysis, city staff may require additional topsoil be placed in key areas to increase success rates for revegetation and bank stability.
5. Prior to removal of debris in Areas #1 and #2, the applicant shall obtain written approval of the scope of work and written authorization for access and construction on property not owned by the applicant. If no such approval can be obtained, the scope of work identified for Areas #1 and #2 shall not be completed. Approval for work conducted on City of Ketchum property requires approval of an encroachment permit by the Ketchum City Council.
6. As part of debris removal activities, any rotted or unsuitable wood removed from debris jams shall be placed within the vicinity of the project area to decompose naturally rather than being hauled off and disposed.
7. The landscape plan shall be revised as follows and submitted to the Planning and Building Department for review, comment, and final approval prior to installation of any landscaping:
    a. The applicant shall revise the landscape plan to reflect the Commission approved extents of wetland fill and revise the planting plan to reflect a mix of appropriate shrubs and grasses outlined in the 2021 Blaine County Wetland and Riparian Plant List for "Dry Riparian" areas.
    b. The landscape plan shall be revised to include information regarding the protection and irrigation of the disturbed and revegetated areas to ensure success rates are achieved. Irrigation shall be provided, either permanently or temporarily, for a minimum of two growing seasons. Permanent irrigation is not permitted within the 25-foot riparian zone.
    c. Include a minimum of five trees within Zone 2 of a species identified in the Blaine County Wetland and Riparian Plant List appropriate for the zone immediately behind the streambank. The landscape plan shall also be revised to increase the planting density of shrubs within the Zone #2 area from six per 1,000 SF to 10 per 1,000 SF.
    d. Include a minimum of five trees within Zone #3 of a species identified as bank stabilizers in the Blaine County Wetland and Riparian Plant List. Cottonwood trees located at the top of the slope are preferred, however, other species may be considered. Grouping of trees may be appropriate provided the locations of trees are strategically placed to maximize bank stabilization at key pressure point locations (south end of bank stabilization).

e. Require a minimum of two staggered rows of willows at a spacing no greater than five feet. Coyote Willows are preferred at the toe of the slope, however, a similar species may be considered.
f. Propose a new grass mix for the riparian area with species identified in the Blaine County Wetland and Riparian Plant List for undergrowth grasses and forbs in riparian areas. The landscape plan shall also be revised to propose an alternate planting method for grasses such as hydro mulch, intermittent plug planting, or other methods with greater success rates in riparian areas.
g. Identify temporary fencing requirements for trees and shrubs for a minimum of three growing seasons to ensure adequate success rates of plantings.

8. Work that is not completed in 2025 shall be completed in 2026 no earlier than peak spring runoff periods and no later than October 15, 2026.
9. Prior to start of construction in 2025 or 2026, the applicant shall submit a comprehensive construction management plan for review and approval by the City Engineer and City Floodplain Administrator. The construction management plan must address all applicable requirements of KMC Chapter 15.06 – Construction Activity Standards.
10. The Administrator shall conduct site inspections of work in progress. 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 terms of this permit, approved plans, and KMC 17.88. In exercising this power, the Administrator has a right, upon presentation of proper credentials, to enter the property at any reasonable hour for the purposes of inspection or other enforcement action.
11. If construction or improvements differ from the approved plans, such work may be subject to removal or require an amendment to the permit at the applicant's expense.
12. Following project completion, upon an annual inspection, if 80% or fewer of the plants indicated on the Landscape Plan have not survived, the property owner shall re-install new plantings. This includes ground cover and grasses, shrubs, and trees.
13. No use of restricted use chemicals or soil sterilants are permitted within one hundred feet (100') of the mean high-water mark on the subject property at any time (KMC 17.88.040.C.3).
14. 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 (KMC 17.88.040.C.4).
15. Application times for herbicides and/or pesticides shall be limited to two (2) times a year; once in the spring and once in the fall unless otherwise approved by the City Arborist (KMC 17.88.040.C.5).
16. 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.
17. The applicant shall explore opportunities to reduce the amount of angular rock proposed within the project for the purpose of creating a more natural aesthetic.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 14th day of October 2025.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department

Agenda Item:	Recommendation to approve the Sage Mountainside Townhomes Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications.

Recommended Motion:

Motion #1: "I move to re-approve the Sage Mountainside Townhomes Preliminary Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Motion #2: "I move to approve the Sage Mountainside Townhomes Final Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Sage Mountainside Townhomes Design Review Application File No. P22-070 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P22-070A on July 11, 2023. The City Council approved the Sage Mountainside Townhomes Preliminary Plat on July 17, 2023.
- Pursuant to Ketchum Municipal Code §16.04.030.I, failure to record a Final Plat within two years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void. There have been no changes to the Preliminary Plat, which expired on July 17, 2025.
- The Final Plat application was received on July 7, 2025. The application is in conformance with the preliminary plat and complies with all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. The Final Plat also complies with all conditions, except the expiration, of the Preliminary Plat approval. All city departments have reviewed the application and have no issues or concerns with the proposed townhouse subdivision.
- In preparing this staff report, staff noticed an error in the original Findings of Fact for the Preliminary Plat application where criteria KMC 16.04.040.R & 16.04.040.S were omitted. These standards have been added to the updated Findings of Fact for the Preliminary Plat application.

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

Sustainability Impact:

Approval of the Townhouse Subdivision Final Plat does not limit the ability of the City to reach the goals of the adopted Climate Action Plan.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Preliminary Plat Application and Supporting Materials
2. Sage Mountainside Townhomes Preliminary Plat
3. Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision
4. Final Plat Application and Supporting Materials
5. Sage Mountainside Townhomes Subdivision Final Plat
6. Final Plat Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum

Attachment 1:

Preliminary Plat Application & Supporting Materials

City of Ketchum
Planning & Building

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

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION	
Name of Proposed Subdivision: Sage Mountainside Townhomes	
Owner of Record: Sage Mountainside LLC.	
Address of Owner: P.O. Box 3250, Ketchum, ID 83340	
Representative of Owner: Bruce Smith, Alpine Enterprises Inc.	Phone #: (208) 727-1988
Email: bsmith@alpineenterprisesinc.com	
Legal Description: Living Springs Townhomes, Sublots 1 and 2	RPK RPK03480000010 & RPK03480000020
Street Address: 400 Sage Road & 402 Sage Road	

SUBDIVISION INFORMATION
Number of Lots/Parcels: 2 Townhouse Sublots
Total Land Area: 159,587 Sq. Ft. +/- 3.66 Ac. +/-
Current Zoning District: General Residential Low Density (GR-L)
Proposed Zoning District: General Residential Low Density (GR-L)
Overlay District: Mountain Overlay (MO) - Avalanche (A)

TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: A 5-foot wide public utility easement adjacent to Sage Road. Also, the two townhouse sublots will have mutual reciprocal utility easements for the installation repair, maintenance, and replacement of utilities.			
Briefly describe the improvements to be installed prior to final plat approval: All construction required for a certificate of occupancy shall be constructed prior to the final plat submittal.			

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 to planningandzoning@ketchumidaho.org

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.

Bruce Smith 08/15/2025

Representative's Signature — Date

Bruce Smith - Alpine Enterprises Inc.

October 29, 2021
Order No.: 790323

RE: 402 Sage Road, Unit A & B, Ketchum, ID 83340

Dear Valued Customer,

Thank you for giving Pioneer Title Company the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us. Please find attached your title commitment. In it, you'll find your preliminary title report with supporting documentation related to the property at 402 Sage Road, Unit A & B.

Should you have any questions regarding the documents contained herein including concerns related to exceptions, legal descriptions, or vesting, please contact any one of your Pioneer Title Company team members:

Escrow Officer

Paige McAllister
Ph: (208) 726-6954
Email: pmcallister@pioneertitleco.com

Title Officer

Jeannie Dibble
Ph: (208) 726-6954
Email: jdibble@pioneertitleco.com

Best Regards,
Your Pioneer Title Co. Team

File No. 790323

Please review the following questions and contact your Escrow Officer or Title Officer if the answer to any is "Yes."

- Are any principals using a Power of Attorney?
- Are any of the parties in title incapacitated or deceased?
- Has a change in marital status occurred for any of the principals?
- Is the property now vested, or will the property be transferred, to a new trust, partnership, or corporation?
- Has any construction or remodeling been done to the property in the last 90 days?

Escrow Officer

Paige McAllister
Ph: (208) 726-6954
Email: pmcallister@pioneertitleco.com

Title Officer

Jeannie Dibble
Ph: (208) 726-6954
Email: jdibble@pioneertitleco.com

Property Address: 402 Sage Road, Unit A & B, Ketchum, ID 83340

Buyer/Borrower: SK Casablanca LLC

Seller: Mary C. Handelsman

PioneerTitleCo.
GOING BEYOND

Title Fees & Breakdown

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 790323

COVERAGE

Sales Price	$1,753,270.00	**Owner's Coverage**	Standard
Loan Amount		**Lender's Coverage**	

TITLE POLICY CALCULATIONS FOR DISCLOSURE

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan		$0.00	(Title Premium Adjustment) $0.00
Owners	$4,558.00	$4,558.00	(Short Term Discount – If Any) $0.00

OTHER FEES

Owners Endorsements:	
Lenders Endorsements:	
Owners Inspection	N/A
Owners Additional Chain	N/A
Lenders Inspection:	N/A
Lenders Additional Chain:	N/A
Recording Fees:	**Deeds $15.00 (up to 30 pages)** **Deed of Trusts $45.00 (up to 30 pages)** **For all other documents the rate shall be:** **$10 for the first page / $3 each additional page**
E-file Fee:	An additional $4.75 per document
CPL Fee:	$25.00

Please contact Jeannie Dibble at jdibble@pioneertitleco.com or (208) 726-6954 with any questions.

ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

Pioneer Title Company of Blaine County
491 N. Main Street, Suite 102
Ketchum, ID 83340

Authorized Agent for Old Republic National Title Insurance Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest David Wold Secretary

Jeannie Gibbs

Authorized Signatory

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.

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.
(a) "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 counter-signature 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.
(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.

PioneerTitleCo.
GOING BEYOND

Title Insurance Commitment
First Report

Policy Issuing Agent For:
Old Republic National Title Insurance Company
Issuing Agent: Pioneer Title Company of Blaine County
Issuing Office: 491 N. Main Street, Suite 102

File No.: 790323
Reference No.:

Schedule A

1. Commitment Date: October 28, 2021 7:30AM

2. Policy or Policies to be issued:

(a)	2006 ALTA Owner's Policy - Standard Proposed Insured: SK Casablanca LLC Endorsements: Inspection Fee: N/A	$1,753,270.00	$4,558.00 $0.00
(b)	2006 ALTA Lender's Policy - Proposed Insured: Endorsements: Inspection Fee: N/A		 $0.00 $0.00

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 Effective Date vested in:
The heirs or devisees of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, deceased, their interest being subject to the administration of the estate of said Decedent in Blaine County, Probate Case No. CV07-21-00532, wherein Thomas Grebinski is appointed Personal Representative of said estate.

5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Old Republic National Title Insurance Company

Jeannie Gibbs

Authorized Signatory

Schedule B-I

ALTA COMMITMENT

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. We require a copy of the Certificate of Organization, Operating Agreement and Resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or encumbrance on behalf of SK Casablanca LLC.

6. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.

Schedule B-II

ALTA COMMITMENT

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:

General Exceptions:

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. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat 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 material 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 or 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.

   (General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

8. NOTE: General taxes for the year 2020, which were liens, are paid.
   Parcel No.: RPK03480000010
   Amount: $2,673.18
   Affects: Sublot 1

   NOTE: General taxes for the year 2020, which were liens, are paid.
   Parcel No.: RPK03480000020Amount: $3,367.86
   Affects: Sublot 2

   NOTE: The above taxes reflect a Home Owners Exemption. Any new buyer must re-apply to the Blaine County Assessor's office for said exemption.
   Affects: Sublot 1

   NOTE: The above taxes DO NOT reflect a Home Owners Exemption. Any new buyer must apply to the Blaine County Assessor's office for said exemption.
   Affects: Sublot 2

9. General taxes for the year 2021, which are liens and are not yet due and payable.
   Parcel No.: RPK03480000010 and RPK03480000020

10. Reservations in United States Patent or State Deeds.

11. Water rights, claims or title to water, whether or not the matters are shown by the public records.

12. Sewer charges and special assessments, if any, for the City of Ketchum.
    No search made.

13. Covenants, conditions, restrictions and easements as set forth on the plat.
    Name of Plat: Warm Springs Village Subdivision Fourth Addition
    Instrument No.: 115701
    Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

14. Reservations contained in an instrument
    Document: Warranty Deed
    Executed by: Mark B. Lloyd and Helen R. Lloyd, husband and wife
    Recorded: March 11, 1966
    Instrument No.: 124295

15. Terms and conditions of the Affidavit as to Identification of Plats and Descriptions of Real Property, including but not limited to Ketchum Ordinance 302 regarding Avalanche Zones
    Recorded: October 10, 1979
    Instrument No.: 197578

16. Covenants, Conditions, Restrictions, Reservations, and Easements
    Dated: October 1, 2001
    Executed by: Declaration, Reciprocal Easement and Party Wall Declaration
    Recorded: October 3, 2001
    Instrument No.: 456234
    Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

17. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: LIVING SPRINGS TOWNHOMES
Instrument No.: 453235
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

18. A Deed of Trust with Adjustable Rate Rider to secure an indebtedness of $665,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: January 8, 2003
Grantor: Mary Crutchfield Handelsman, an unmarried woman
Trustee: Sun Valley Title Company, an Idaho Corporation
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns
Lender: First Bank of Idaho, FSB
Recorded: January 15, 2003
Instrument No.: 476976
MIN Number: 100174101000004048

Assignment of beneficial interest under said Deed of Trust by the following Instrument
To: 2010-2 SFR Venture, LLC, its successors and assigns
Recorded: August 8, 2011
Instrument No.: 589620

Assignment of beneficial interest under said Deed of Trust by the following Instrument
To: Kirkland Financial LLC
Recorded: August 8, 2011
Instrument No.: 589621

Assignment of beneficial interest under said Deed of Trust by the following Instrument
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, its successors and assigns
Recorded: August 8, 2011
Instrument No.: 589622

Assignment of beneficial interest under said Deed of Trust by the following Instrument
To: U.S. Bank Trust National Association, as Trustee for CVI LCF Mortgage Loan Trust I, its successors and assigns
Recorded: July 13, 2015
Instrument No.: 627942
Affects: Sublot 1

19. A Deed of Trust with Adjustable Rate Rider, 1-4 Family Rider and Planned Unit Development Rider to secure an indebtedness of $645,500.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
    Dated: June 20, 2005
    Grantor: Mary C. Handelsman, a single woman and Vadim P. Kondratief, a single man
    Trustee: First American Title
    Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns
    Lender: Express Capital Lending
    Recorded: June 30, 2005
    Instrument No.: 522378
    MIN Number: 100360426010395274
    Affects: Sublot 2

20. Any lien for federal or state estate tax payable by reason of the death of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last months:

None

NOTE: The County Records and/or the City Engineer's Office show the address to be:

402 Sage Road, Unit A & B, Ketchum, ID 83340

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may 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.

EXHIBIT A

Sublot 1 and Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Questions?	Go to www.oldrepublictitle.com *(Contact Us)*

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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 safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market*.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Parcel Number
RPK0348000020

Property Year
2021

Property Address
402 SAGE RD # B
KETCHUM ID 83340

Legal Description
LIVING SPRINGS TOWNHOMES
SUBLOT 2

Tax Code Area 003-002

Parcel Status Active
Property Type Real Property
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
HANDELSMAN MARY C	OWNER	SOLE OWNR	100.00%	

Mailing Address
PO BOX 2596
KETCHUM ID 83340

Land Group
LIVING SPRINGS (TOWNHOUSES)

Township	Range	Section
4N	17E	14

Location Code EERS
Parcel Type
Zoning

Associated Parcels
None

Building Permits
None

Reappraisal Year 2018
Inspection Date 07/11/2017
Appraiser Initials TLR

Parcel Exemption: None

CB: No **NC:** No

Tax Certification

District	Roll Type	Units	Amount

Instrument	Eff Date	Action	Source	Target	Comments
660501	05/31/2019	Ownership	2019		
602122	10/17/2012	Ownership	2012		

SCC	CHARACTERISTIC Type	Suffix	Description	ROLLS Assessed	Occupancy	Status	ACRES Quantity	VALUATION SUMMARY Assessed Value	Exemption Amount	Net Taxable Value	URBAN RENEWAL Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	1.830	$ 358,400	$ 0	$ 358,400	--	--
41	RESD	1		PRIMARY	NO	E		$ 401,223	$ 0	$ 401,223	--	--
					TOTALS:		**1.830**	**$ 759,623**	**$ 0 --**	**$ 759,623**	**--**	**--**

ROLL STATUS : E Equalized (Final)

BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX HISTORY

PARCEL NUMBER
RPK03480000020

LEGAL DESCRIPTION
LIVING SPRINGS TOWNHOMES
SUBLOT 2

PRIMARY PROPERTY ADDRESS
402 SAGE RD # B
KETCHUM ID 83340

HANDELSMAN MARY C
PO BOX 2596
KETCHUM ID 83340

BALANCE DUE	INTEREST DATE 10/29/2021
Paid in Full	BALANCE AS OF 10/29/2021 09:54AM
TOTAL	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2020	Primary	1st	Charge	$ 1,683.93	$ -	$ -	$ -	$ -	$ 1,683.93
			Payment	$ -1,683.93	$ -	$ -	$ -	$ -	$ -1,683.93
		2nd	Charge	$ 1,683.93	$ -	$ -	$ -	$ -	$ 1,683.93
			Payment	$ -1,683.93	$ -	$ -	$ -	$ -	$ -1,683.93
2019	Primary		Charge	$ 3,716.38	$ -	$ -	$ -	$ -	$ 3,716.38
			Payment	$ -3,716.38	$ -	$ -	$ -	$ -	$ -3,716.38
2018	Primary		Charge	$ 3,880.90	$ -	$ -	$ -	$ -	$ 3,880.90
			Payment	$ -3,880.90	$ -	$ -	$ -	$ -	$ -3,880.90
2017	Primary		Charge	$ 3,803.32	$ -	$ -	$ -	$ -	$ 3,803.32
			Payment	$ -3,803.32	$ -	$ -	$ -	$ -	$ -3,803.32
2016	Primary		Charge	$ 3,830.32	$ -	$ -	$ -	$ -	$ 3,830.32
			Payment	$ -3,830.32	$ -	$ -	$ -	$ -	$ -3,830.32
2015	Primary		Charge	$ 3,674.12	$ -	$ -	$ -	$ -	$ 3,674.12
			Payment	$ -3,674.12	$ -	$ -	$ -	$ -	$ -3,674.12
2014	Primary		Charge	$ 3,904.30	$ -	$ -	$ -	$ -	$ 3,904.30
			Payment	$ -3,904.30	$ -	$ -	$ -	$ -	$ -3,904.30
2013	Primary		Charge	$ 3,724.10	$ -	$ -	$ -	$ -	$ 3,724.10
			Payment	$ -3,724.10	$ -	$ -	$ -	$ -	$ -3,724.10
2012	Primary		Charge	$ 3,261.18	$ -	$ -	$ -	$ -	$ 3,261.18
			Payment	$ -3,261.18	$ -	$ -	$ -	$ -	$ -3,261.18
2011	Primary		Charge	$ 3,335.08	$ -	$ -	$ -	$ -	$ 3,335.08
			Payment	$ -3,335.08	$ -	$ -	$ -	$ -	$ -3,335.08
2010	Primary		Charge	$ 3,149.78	$ -	$ -	$ -	$ -	$ 3,149.78
			Payment	$ -3,149.78	$ -	$ -	$ -	$ -	$ -3,149.78
2009	Primary		Charge	$ 3,093.30	$ -	$ -	$ -	$ -	$ 3,093.30
			Payment	$ -3,093.30	$ -	$ -	$ -	$ -	$ -3,093.30
2008	Primary		Charge	$ 3,074.94	$ -	$ -	$ -	$ -	$ 3,074.94
			Payment	$ -3,074.94	$ -	$ -	$ -	$ -	$ -3,074.94
2007	Primary		Charge	$ 3,481.32	$ -	$ -	$ -	$ -	$ 3,481.32
			Payment	$ -3,481.32	$ -	$ -	$ -	$ -	$ -3,481.32
2006	Primary		Charge	$ 3,344.90	$ -	$ -	$ -	$ -	$ 3,344.90
			Payment	$ -3,344.90	$ -	$ -	$ -	$ -	$ -3,344.90
2005	Primary		Charge	$ 3,280.04	$ -	$ 32.80	$ -	$ 45.65	$ 3,358.49
			Payment	$ -3,280.04	$ -	$ -32.80	$ -	$ -45.65	$ -3,358.49

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2004	Primary		Charge	$ 3,524.76	$ -	$ -	$ -	$ -	$ 3,524.76
			Payment	$ -3,524.76	$ -	$ -	$ -	$ -	$ -3,524.76
2003	Primary		Charge	$ 3,886.26	$ -	$ 38.86	$ -	$ 197.44	$ 4,122.56
			Payment	$ -3,886.26	$ -	$ -38.86	$ -	$ -197.44	$ -4,122.56
2002	Primary		Charge	$ 3,219.12	$ -	$ -	$ -	$ -	$ 3,219.12
			Adjustment	$ -622.90	$ -	$ -	$ -	$ -	$ -622.90
			Payment	$ -2,596.22	$ -	$ -	$ -	$ -	$ -2,596.22

BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER
RPK03480000020

TAX CODE AREA
003-002

LEGAL DESCRIPTION
LIVING SPRINGS TOWNHOMES
SUBLOT 2

PRIMARY PROPERTY ADDRESS
402 SAGE RD # B
KETCHUM ID 83340

HANDELSMAN MARY C
PO BOX 2596
KETCHUM ID 83340

BALANCE DUE	INTEREST DATE 10/29/2021
Paid in Full	BALANCE AS OF 10/29/2021 9:54 am
TOTAL	

Tax Year **Assessment Roll** — **Bill Number:** 334472

2020 PRIMARY

	FIRST HALF	SECOND HALF	FULL YEAR
TAX / CERTIFICATION			
Charges	$ 1,683.93	$ 1,683.93	$ 3,367.86
Adjustments	$ 0	$ 0	$ 0
Payments	$ -1,683.93	$ -1,683.93	$ -3,367.86
LATE CHARGE			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
FEES			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
INTEREST			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
AMOUNT DUE	**$ 0**	**$ 0**	**$ 0**

VALUATION

TAXABLE VALUE: **$ 576,207**

CHARGES

Tax Code Area: 003-002 **Levy:** 0.005844856

Tax Charge:	$ 3,367.86
Certifications:	$ 0
TOTAL CHARGES:	**$ 3,367.86**

Parcel Number
RPK03480000010

Property Year
2021

Property Address
402 SAGE RD # A
KETCHUM ID 83340

Legal Description
LIVING SPRINGS TOWNHOMES
SUBLOT 1

Tax Code Area 003-002

Parcel Status Active
Property Type Real Property
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
HANDELSMAN MARY C	OWNER	SOLE OWNR	100.00%	Y

Mailing Address
PO BOX 2596
KETCHUM ID 83340

Land Group
LIVING SPRINGS (TOWNHOUSES)

Township	Range	Section
4N	17E	14

Location Code EERS
Parcel Type
Zoning

Associated Parcels
None

Building Permits
None

Reappraisal Year 2018
Inspection Date 07/11/2017
Appraiser Initials TLR

Parcel Exemption: None

CB: No **NC:** No

Tax Certification

District	Roll Type	Units	Amount

Instrument	Eff Date	Action	Source	Target	Comments
660500	05/31/2019	Ownership	2019		
594060	01/24/2012	Ownership	2012		

SCC	CHARACTERISTIC Type	Suffix	Description	ROLLS Assessed	Occupancy	Status	ACRES Quantity	VALUATION SUMMARY Assessed Value	Exemption Amount	Net Taxable Value	URBAN RENEWAL Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	E	1.830	$ 358,400	$ 0	$ 358,400	--	--
41	RESD	1		PRIMARY	NO	E		$ 366,501	$ -125,000 HO	$ 241,501	--	--
					TOTALS:		**1.830**	**$ 724,901**	**$ -125,000 HO**	**$ 599,901**	**--**	**--**

ROLL STATUS : E Equalized (Final) Homeowner's Exemption

BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX HISTORY

PARCEL NUMBER
RPK03480000010

LEGAL DESCRIPTION
LIVING SPRINGS TOWNHOMES
SUBLOT 1

PRIMARY PROPERTY ADDRESS
402 SAGE RD # A
KETCHUM ID 83340

HANDELSMAN MARY C
PO BOX 2596
KETCHUM ID 83340

BALANCE DUE	INTEREST DATE 10/29/2021
Paid in Full	BALANCE AS OF 10/29/2021 09:52AM
TOTAL	

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2020	Primary	1st	Charge	$ 1,336.59	$ -	$ -	$ -	$ -	$ 1,336.59
			Payment	$ -1,336.59	$ -	$ -	$ -	$ -	$ -1,336.59
		2nd	Charge	$ 1,336.59	$ -	$ -	$ -	$ -	$ 1,336.59
			Payment	$ -1,336.59	$ -	$ -	$ -	$ -	$ -1,336.59
2019	Primary		Charge	$ 2,949.84	$ -	$ -	$ -	$ -	$ 2,949.84
			Payment	$ -2,949.84	$ -	$ -	$ -	$ -	$ -2,949.84
2018	Primary		Charge	$ 3,080.44	$ -	$ 30.80	$ -	$ 4.13	$ 3,115.37
			Payment	$ -3,080.44	$ -	$ -30.80	$ -	$ -4.13	$ -3,115.37
2017	Primary		Charge	$ 2,969.54	$ -	$ -	$ -	$ -	$ 2,969.54
			Payment	$ -2,969.54	$ -	$ -	$ -	$ -	$ -2,969.54
2016	Primary		Charge	$ 3,027.48	$ -	$ -	$ -	$ -	$ 3,027.48
			Payment	$ -3,027.48	$ -	$ -	$ -	$ -	$ -3,027.48
2015	Primary		Charge	$ 2,900.26	$ -	$ 29.00	$ -	$ 83.64	$ 3,012.90
			Payment	$ -2,900.26	$ -	$ -29.00	$ -	$ -83.64	$ -3,012.90
2014	Primary		Charge	$ 3,125.14	$ -	$ -	$ -	$ -	$ 3,125.14
			Payment	$ -3,125.14	$ -	$ -	$ -	$ -	$ -3,125.14
2013	Primary		Charge	$ 2,940.90	$ -	$ -	$ -	$ -	$ 2,940.90
			Payment	$ -2,940.90	$ -	$ -	$ -	$ -	$ -2,940.90
2012	Primary		Charge	$ 3,023.44	$ -	$ 30.23	$ -	$ 86.68	$ 3,140.35
			Payment	$ -3,023.44	$ -	$ -30.23	$ -	$ -86.68	$ -3,140.35
2011	Primary		Charge	$ 3,120.08	$ -	$ -	$ -	$ -	$ 3,120.08
			Payment	$ -3,120.08	$ -	$ -	$ -	$ -	$ -3,120.08
2010	Primary		Charge	$ 2,955.74	$ -	$ -	$ -	$ -	$ 2,955.74
			Payment	$ -2,955.74	$ -	$ -	$ -	$ -	$ -2,955.74
2009	Primary		Charge	$ 2,923.38	$ -	$ -	$ -	$ -	$ 2,923.38
			Payment	$ -2,923.38	$ -	$ -	$ -	$ -	$ -2,923.38
2008	Primary		Charge	$ 2,920.00	$ -	$ -	$ -	$ -	$ 2,920.00
			Payment	$ -2,920.00	$ -	$ -	$ -	$ -	$ -2,920.00
2007	Primary		Charge	$ 2,911.84	$ -	$ -	$ -	$ -	$ 2,911.84
			Payment	$ -2,911.84	$ -	$ -	$ -	$ -	$ -2,911.84
2006	Primary		Charge	$ 3,193.50	$ -	$ -	$ -	$ -	$ 3,193.50
			Payment	$ -3,193.50	$ -	$ -	$ -	$ -	$ -3,193.50
2005	Primary		Charge	$ 3,077.12	$ -	$ -	$ -	$ -	$ 3,077.12
			Payment	$ -3,077.12	$ -	$ -	$ -	$ -	$ -3,077.12

Year	Roll	Half	Type	Tax	Certification	Late Charge	Fee	Interest*	TOTAL
2004	Primary		Charge	$ 3,306.68	$ -	$ -	$ -	$ -	$ 3,306.68
			Payment	$ -3,306.68	$ -	$ -	$ -	$ -	$ -3,306.68
2003	Primary		Charge	$ 3,643.86	$ -	$ 36.44	$ -	$ 185.12	$ 3,865.42
			Payment	$ -3,643.86	$ -	$ -36.44	$ -	$ -185.12	$ -3,865.42
2002	Primary		Charge	$ 3,291.82	$ -	$ -	$ -	$ -	$ 3,291.82
			Adjustment	$ -622.90	$ -	$ -	$ -	$ -	$ -622.90
			Payment	$ -2,668.92	$ -	$ -	$ -	$ -	$ -2,668.92

BLAINE COUNTY TREASURER
JOHN DAVID DAVIDSON
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER
RPK03480000010

TAX CODE AREA
003-002

LEGAL DESCRIPTION
LIVING SPRINGS TOWNHOMES
SUBLOT 1

PRIMARY PROPERTY ADDRESS
402 SAGE RD # A
KETCHUM ID 83340

HANDELSMAN MARY C
PO BOX 2596
KETCHUM ID 83340

BALANCE DUE	INTEREST DATE 10/29/2021
Paid in Full	BALANCE AS OF 10/29/2021 9:52 am
TOTAL	

Tax Year **Assessment Roll** — **Bill Number:** 334471

2020 PRIMARY

	FIRST HALF	SECOND HALF	FULL YEAR
TAX / CERTIFICATION			
Charges	$ 1,336.59	$ 1,336.59	$ 2,673.18
Adjustments	$ 0	$ 0	$ 0
Payments	$ -1,336.59	$ -1,336.59	$ -2,673.18
LATE CHARGE			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
FEES			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
INTEREST			
Charges/Adjustments	$ 0	$ 0	$ 0
Payments	$ 0	$ 0	$ 0
AMOUNT DUE	**$ 0**	**$ 0**	**$ 0**

VALUATION

Assessed Value:	$ 557,358
Homeowner's Exemption:	$ -100,000
TAXABLE VALUE:	**$ 457,358**

CHARGES

Tax Code Area:	003-002	**Levy:**	0.005844856
Tax Charge:		$	2,673.18
Certifications:		$	0
TOTAL CHARGES:		**$**	**2,673.18**

LIVING SPRINGS TOWNHOMES #456235
S14 T4N R17E 1 of 2

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
RECORDED BY NUMBER 075AR

DRAWING NUMBER

Instrument # 456235
HAILEY, BLAINE, IDAHO
2001-10-03 11:22:00 No. of Pages: 1
Recorded for : SUN VALLEY TITLE
LAURA RUGAMAS Ex-Officio Recorder Deputy
ELECTRONICALLY RECORDED • PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
Index to: PLATS RECORDED BY NUMBER 075AR

DRAWING NUMBER

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
RECORDED BY NUMBER 075AR

A PLAT SHOWING

LIVING SPRINGS TOWNHOMES

WHEREIN LOT 22, BLOCK 3, WARM SPRINGS VILLAGE SUBDIVISION FOURTH ADDITION IS DIVIDED INTO 2 TOWNHOUSE SUBLOTS
LOCATED WITHIN A PORTION OF THE SW/4 AND GOVT. LOT 4, SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
SEPTEMBER 2001
GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NOTES

1). SUBJECT PROPERTY LIES WITHIN THE CITY OF KETCHUM'S AVALANCHE ZONE DISTRICT AND MOUNTAIN OVERLAY ZONING DISTRICT AS DEFINED IN ZONING CODE TITLE 15. PERSONS DWELLING IN THIS AREA SHOULD BECOME FAMILIAR WITH THESE PORTIONS OF THE ORDINANCE AND DWELL HERE AT THEIR OWN RISK.

2). TOWNHOUSE DECLARATION, RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT FOR LIVING SPRINGS TOWNHOMES IS RECORDED IN BLAINE COUNTY AS INSTRUMENT NO. _____.

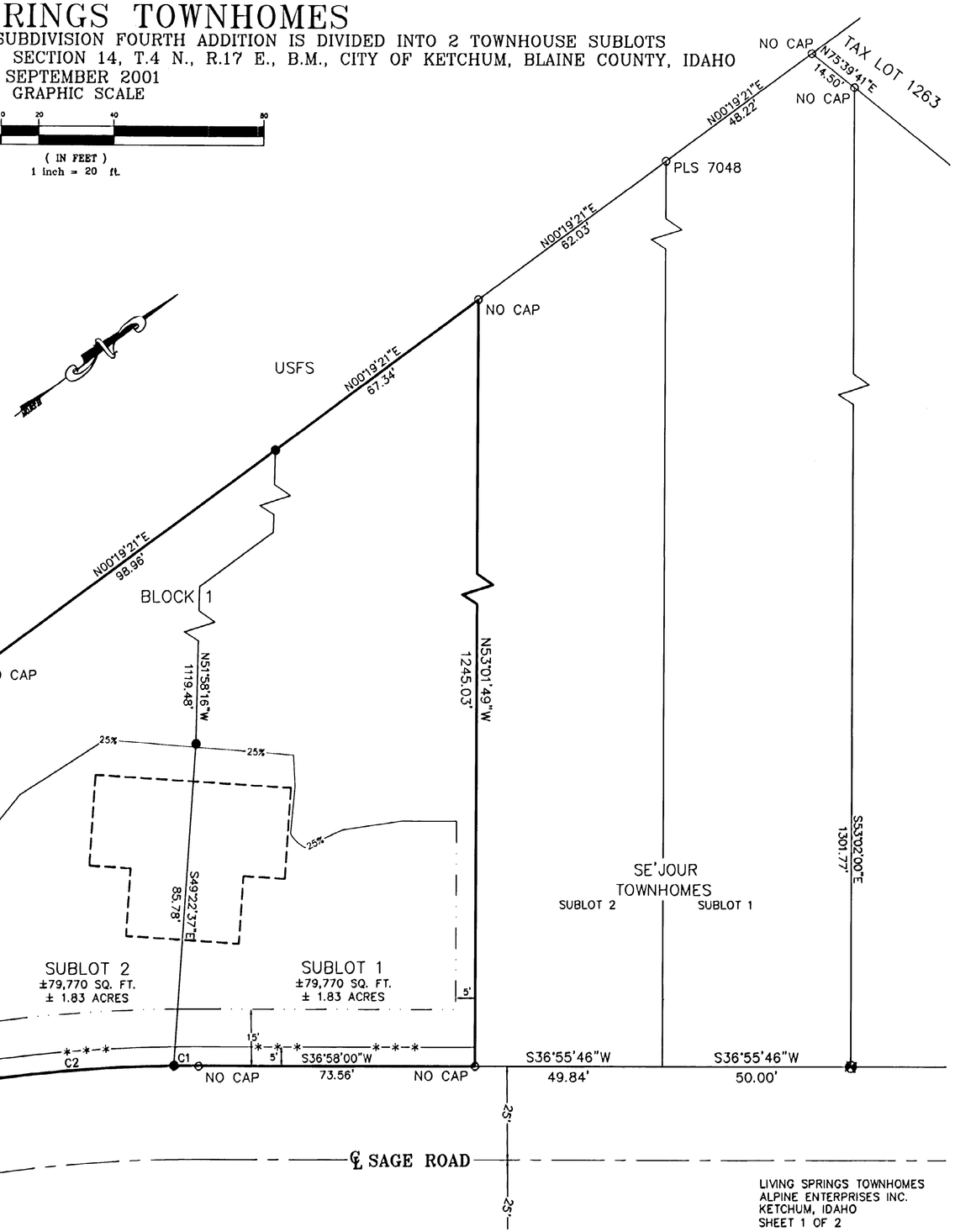
3). THERE SHALL BE NO CONSTRUCTION OUTSIDE OF THE BUILDING ENVELOPE AS DELINEATED BY THE 25% SLOPE LINE AND ZONING SETBACKS.

4). BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(1992) AT GRID IN U.S. SURVEY FEET. COMBINED SCALE FACTOR IS 0.999681, GROUND DISTANCES WILL BE SLIGHTLY LONGER. CONVERGENCE ANGLE IS -0°15'50.213".

LEGEND

- O = FOUND 1/2" REBAR – NO CAP
- ◆ = FOUND BLM BRASS CAP
- ⊠ = FOUND ALUMINUM CAP
- ⊗ = SET ALUMINUM CAP – TPOB
- ● = SET 1/2" REBAR – PLS7048
- — · — · — = MINIMUM GR-L FRONT AND SIDE SETBACKS
- ——25%—— = 25% SLOPE LINE
- ——*-*-*—— = 5' PUBLIC UTILITY EASEMENT
- - - - - - = EXISTING STRUCTURE FOOTPRINT

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BRG
C1	6.63	404.52	0°56'21"	6.63	S36°29'50"W
C2	53.37	404.52	7°33'33"	53.33	S32°14'53"W



PROFESSIONAL LAND SURVEYOR REGISTERED 7048 STATE OF IDAHO BRUCE SMITH
9-19-01

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.

9-19-2001
Date

Robert W. Erickson
South Central District Health Dept., EHS

LIVING SPRINGS TOWNHOMES
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

LIVING SPRINGS TOWNHOMES #45235
S14 T4N R17E 2 of 2

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 07SAP
POSITION EDGE OF PRINT ON THIS LINE

DRAWING NUMBER

Instrument # 456235
HAILEY, BLAINE, IDAHO
2001-10-03 11:22:00 No. of Pages: 2
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLATS

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 07SAP
POSITION EDGE OF PRINT ON THIS LINE

DRAWING NUMBER

CERTIFICATE OF OWNERSHIP

This is to certify that I, the undersigned, am the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 22, Block 3, Warm Springs Village Subdivision Fourth Addition, according to the official plat thereof, recorded in Book 1 of Plats, Page 9, records of Blaine County, Idaho; to be replatted as Living Springs Townhomes.

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

Townhouse Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Living Springs Townhomes is recorded in Blaine County as Instrument No. 456234 .

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

Mary Crutchfield Handelsman

Mary Crutchfield Handelsman

ACKNOWLEDGMENT

STATE OF California }
COUNTY OF Los Angeles } ss

On this 13 day of Sept. , 2001, before me, a Notary Public in and for said State, personally appeared Mary Crutchfield Handelsman, a widow, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that she 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.

MOHAMMAD KISHAWI
COMM. #1267862
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. July 14, 2004

Notary Public
Residing at Los Angeles, California
My Commission Expires July 14, 2004

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of LIVING SPRINGS, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR
7048
9-9-01
STATE OF IDAHO
BRUCE SMITH

COUNTY SURVEYOR'S APPROVAL

I, Jim W. Koonce, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce
9/17/01

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 25th day of September , 2001.

Sandra E. Cady
City Clerk

CITY OF KETCHUM SEAL

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosburg , City Engineer for the City of Ketchum on this 19 day of September , 2001.

Richard Fosburg
City Engineer

COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Living Springs Townhomes is hereby approved this 19th day of September , 2001.

Vicki L Gick by D. Baird
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho, on this _____ day of _____ , 2001, at ___ M., and duly recorded in Plat Book _____, at page _____.

Merla Payne
Ex-officio Recorder

Instrument # 456235
HAILEY, BLAINE, IDAHO
2001-10-03 11:22:00 No. of Pages: 2
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 11.00
Ex-Officio Recorder Deputy MPP
Index to: PLATS

LIVING SPRINGS TOWNHOMES
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2

Instrument # 660500
HAILEY, BLAINE, IDAHO
05-31-2019 4:35:34 PM No. of Pages: 1
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title
A TitleOne Company

File # 19327126

Quitclaim Deed

For value received, Vadim P. Kondratief, an unmarried man,

Does hereby convey, release, remise, and forever quit claim unto

Mary C. Handelsman, an unmarried woman,

whose current address is P.O. Box 2596, Ketchum, ID 83340,

the following described premises:

Sublot 1 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

This Deed is being recorded to extinguish any life estate interest.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 05/03/2019

Vadim P. Kondratief

State of Idaho,
County of Blaine, ss.

On this 10th day of May in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Vadim P. Kondratief known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public
Residing at: Ketchum, Idaho
My Commission Expires: 8/16/2023
(seal)

NEIL L SIEGEL
Notary Public - State of Idaho
Commission Number 31593
My Commission Expires Aug 16, 2023

Instrument # 660501
HAILEY, BLAINE, IDAHO
05-31-2019 4:35:34 PM No. of Pages: 1
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title
A TitleOne Company

File # 19327032

Quitclaim Deed

For value received, Vadim P. Kondratief, an unmarried man,

Does hereby convey, release, remise, and forever quit claim unto

Mary C. Handelsman, an unmarried woman,

whose current address is P.O. Box 2596, Ketchum, ID 83340,

the following described premises:

Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

This Deed is being recorded to extinguish any life estate interest.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 05/03/2019

Vadim P. Kondratief

State of Idaho,
County of Blaine, ss.

On this 10th day of May in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Vadim P. Kondratief known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public
Residing at: Ketchum Idaho
My Commission Expires: 8/16/2023
(seal)

NEIL L SIEGEL
Notary Public - State of Idaho
Commission Number 31593
My Commission Expires Aug 16, 2023

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

400 & 402 Sage Road, Ketchum, Idaho

ARTICLE I - DEFINITIONS

"Properties" means the real property located at 400 Sage Road and 402 Sage Road, Ketchum, Idaho, as legally described in the respective deeds and recorded plat records.

"Owners" means the respective record owners of fee simple title to 400 Sage Road and 402 Sage Road.

"Shared Avalanche Wall" means the physical avalanche protection structure located between and benefiting both properties, as depicted in the recorded plat or survey.

"Developer" means Sage Mountainside LLC, current owner of both properties and the declarant of these CC&Rs.

ARTICLE II - PURPOSE

These CC&Rs are established solely to address the mutual obligations related to the shared avalanche wall. It is the intent of the Developer to limit restrictions and to preserve the autonomy of each property owner to the greatest extent permitted by law. These CC&Rs shall run with the land and bind all future owners.

ARTICLE III - SHARED AVALANCHE WALL

3.1 Equal Responsibility: Each Owner shall be responsible for 50% of all costs for reasonable maintenance, repair, or replacement of the shared avalanche wall.

3.2 Notice of Non-Emergency Repairs: For any proposed maintenance or repairs exceeding $1,000 (collectively), the initiating Owner shall provide at least 30 days' written notice to the other Owner, including a description and estimate of the proposed work. For proposed work exceeding $5,000 (collectively), both owners must provide written consent before work begins.

3.3 Emergency Repairs: Either owner may proceed with emergency repairs without prior notice only if immediate action is necessary to prevent: (a) imminent structural collapse, (b) immediate threat to life or safety, or (c) severe property damage from avalanche, weather, or structural failure. Emergency repairs must be limited to the minimum work necessary to address the

immediate threat. The initiating owner must notify the other owner within 48 hours and provide documentation of the emergency condition and work performed. If the non-initiating owner disputes whether the situation constituted an emergency, the matter shall be resolved through arbitration. Minor cosmetic work on each owner's side of the wall shall be handled individually by each owner at their own expense. All legitimate emergency structural costs shall be shared equally.

3.4 Access Rights: Each Owner grants the other reasonable access over their property for the purposes of inspection, maintenance, or repair of the shared avalanche wall. Except in emergencies, such access must be requested at least 48 hours in advance and conducted at mutually agreed-upon times during normal business hours. Routine inspections are limited to no more than twice per year unless specific concerns are documented.

3.5 Modifications: No structural modifications, alterations, or repairs to the shared avalanche wall may be made without: (a) written consent of both owners, and (b) prior written approval from Maxwell Engineering or a qualified structural/geotechnical engineering firm with avalanche mitigation experience and Idaho professional engineering license. If Maxwell Engineering is unavailable or unresponsive within 30 days, either owner may engage an alternative qualified firm. If owners disagree on engineering necessity for safety repairs, the matter shall be resolved through binding arbitration. This requirement applies to any work that could affect the structural integrity or avalanche protection function of the wall, including but not limited to modifications to the ground floor areas of either home that interface with the avalanche wall system.

3.6 Engineering Documentation: The original avalanche wall design and specifications by Maxwell Engineering are incorporated by reference. Any modifications must maintain or improve the wall's avalanche protection capabilities as certified by the approving engineer.

3.7 Expense Handling: All shared costs related to the avalanche wall shall be charged as expenses when incurred. Invoices for shared costs must be paid within 30 days of receipt. Unpaid amounts shall accrue interest at 1.5% per month and may be secured by lien against the non-paying owner's property after 60 days delinquency. There are no reserve funds, regular assessments, or advance payments required.

ARTICLE IV - GENERAL PROVISIONS

4.1 Limited Scope: These CC&Rs are strictly limited to the shared avalanche wall and shall not be interpreted to impose any additional burdens, obligations, or restrictions on the use of either property.

4.2 No Architectural Review: No architectural committee, design guidelines, or approval process shall exist under these CC&Rs. Each Owner may construct, modify, or use their property freely, subject only to applicable governmental regulations.

4.3 No Use Restrictions: No use restrictions are imposed by this document. Each Owner may use their property for any lawful purpose in accordance with local zoning and land use codes.

4.4 Separate Utilities: All utilities and infrastructure are separately provided to each lot. No shared utility obligations exist between the properties.

4.5 No Homeowners Association: These CC&Rs do not create a homeowners association, board of directors, or any governing body. There are no HOA fees, regular meetings, or administrative requirements beyond the specific avalanche wall obligations stated herein.

NOTE: The original home designs received approval through Ketchum Planning & Zoning design review process. Future modifications may be subject to applicable P&Z requirements independent of these CC&Rs.

ARTICLE V - ENFORCEMENT AND AMENDMENT

5.1 Enforcement Rights: These CC&Rs may be enforced by either Owner through injunctive relief, specific performance, or other appropriate legal remedies. The prevailing party in any enforcement action shall be entitled to reasonable attorney's fees and costs.

5.2 Dispute Resolution: Any disputes regarding emergency repairs, engineering necessity, or shared costs exceeding $2,500 shall first be addressed through good faith negotiation for 30 days. If unresolved, disputes shall be submitted to binding arbitration in Blaine County, Idaho under Idaho Arbitration Rules.

5.3 Amendment: These CC&Rs may be amended only by a written agreement signed and notarized by both Owners and recorded in Blaine County, Idaho.

5.4 Severability: If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.5 Governing Law: These CC&Rs shall be interpreted and enforced under the laws of the State of Idaho.

ARTICLE VI - TERM

These CC&Rs shall run with the land and shall be binding upon all current and future Owners, their heirs, successors, and assigns, in perpetuity, unless terminated by mutual written agreement of both Owners, duly recorded.

DEVELOPER'S DECLARATION

The undersigned, as Developer and current owner of both properties, hereby declares and establishes these CC&Rs to run with the land and bind all future owners.

DEVELOPER:
Sage Mountainside LLC

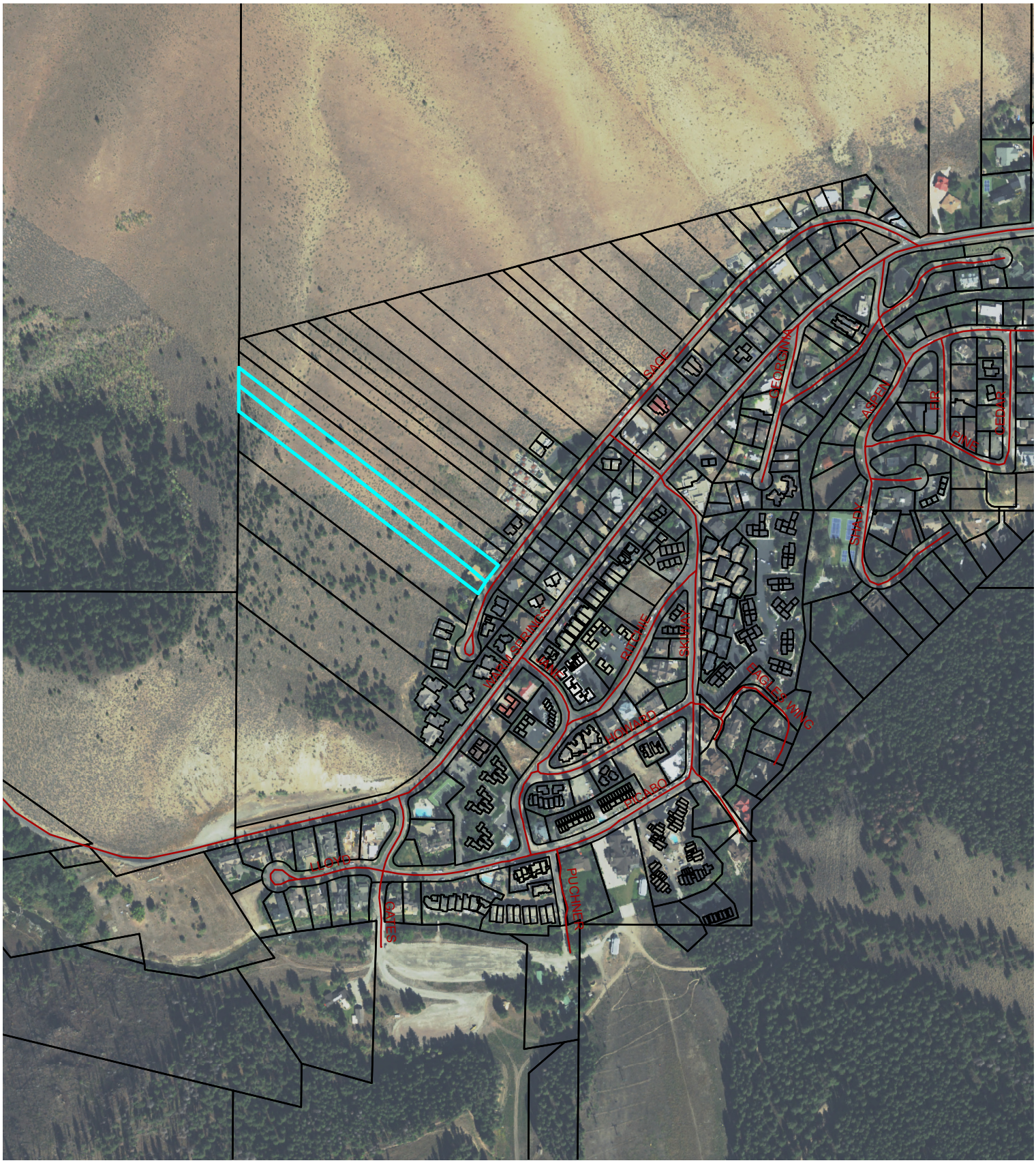
Date: June 30, 2025
By: Samir Jadallah, Owner

☑ 400 Sage Road, Ketchum, Idaho
☑ 402 Sage Road, Ketchum, Idaho

STATE OF IDAHO
COUNTY OF BLAINE

[Insert notary acknowledgment blocks for developer signature]

This document should be recorded in the official records of Blaine County, Idaho



A Vicinity Map Showing
Sublots 1 & 2
Living Springs Townhomes
Ketchum, Idaho

1 inch = 500 feet

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Drive, Unit1
Ketchum, Idaho
208-727-1988
November 2022

City of Ketchum

Attachment 2:

Sage Mountainside Townhomes Preliminary Plat

A PRELIMINARY PLAT SHOWING
SAGE MOUNTAINSIDE TOWNHOMES
WITHIN S11 & S14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR SAGE MOUNTAINSIDE LLC.

PREVIOUS LIVING SPRINGS TOWNHOMES SUBLOT 2 – ±79,770 Sq. Ft. ±1.83 Ac.

PROPOSED SAGE MOUNTAINSIDE TOWNHOMES SUBLOT 2 – ±80,843 Sq. Ft. ±1.86 Ac.

PREVIOUS LIVING SPRINGS TOWNHOMES SUBLOT 1 – ±79,770 Sq. Ft. ±1.83 Ac.

PROPOSED SAGE MOUNTAINSIDE TOWNHOMES SUBLOT 1 – ±78,686 Sq. Ft. ±1.81 Ac.

EXISTING SUBLOT LINE

PROPOSED SUBLOT LINE

PREVIOUS SUBLOT LINE

N 36°58'17" E 9.65'

N 49°22'37" W 86.78'

S 36°50'59" W 73.62'
(S 36°58'00" W 73.56')

N 53°01'43" W 245.11'
(N 53°01'49" W 245.05')

SAGE ROAD (50' R.O.W.)

SE JOUR TOWNHOUSES

WARM SPRINGS VILLAGE 4TH ADD. LOT 23, BLK 3

NOTES

1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
2) Boundary Information is from the Plat of Living Springs Townhomes, Instrument Number 456235; Records of Blaine County, Idaho.
3) Refer to the Plat Notes, Conditions, Covenants, & Restrictions on the Original Plat.
4) Utility Locations shown are based on visual surface evidence and a DIGLINE INC. locate. Utility locations should be verified by DIGLINE INC. before any excavation.
5) Current Zoning appears to be General Residential Low Density, (GR–L). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone. Front Setbacks are are as shown, Side Setbacks are the greater of 1' for every 3' in building height or 5'. Rear Setbacks are the greater of 1' for every 3' in building height or 15'.
6) Subject Property lies withing the City of Ketchum's Avalanche Zone District and Mountain Overlay Zoning District as defined in Zoning Code Title 15. Persons dwelling in this area should become familiar with these portions of the Ordinance and dwell here at their own risk.
7) Subject property lies within the Blaine County Elk Winter Range Zone.
8) Not all trees and vegetation are shown. Some locations are approximate.
9) Avalanche Zoning is from a 2022 RAMMS Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.
10) Name & Address of Owner/Subdivider
    Sage Mountainside LLC.
    P.O. Box 3250
    Ketchum, ID 83340
11) Sublots shall have Mutual Reciprocal Utility Easements, for Use, Maintenance, and Repair.

LEGEND

- Subject Boundary
- Existing/Proposed Sublot Line
- Previous Sublot Line
- Adjoiners Boundary
- B/S = Existing Building Setback (See Note 5)
- Existing Building Setback (per Plat)
- Existing 5' Public Utility Easement
- EOA = Existing Edge of Asphalt Roadway
- HSE = Existing Structure
- DECK = Existing Deck
- CONC = Existing Concrete
- Existing Structure/Deck
- EOG/DW = Existing Edge of Gravel Driveway
- Proposed Structure
- Proposed Concrete Avalanche Protection Wall
- Proposed Deck Line
- Proposed Paver Driveway
- MOD = Mountain Overlay District (City of Ketchum)
- 25% = 25% Slope Line (Alpine 2022)
- Existing 5' Major Contour Line (Alpine 2022)
- Existing 1' Minor Contour Line (Alpine 2022)
- Proposed 5' Major Contour
- Proposed 1' Minor Contour
- Existing Wooden Fence
- Existing Retaining Wall
- Existing Overhead Power
- Proposed Underground Power
- WTR = Existing Water Main
- WS = Existing Water Service
- WS = Proposed Water Service
- SD = Proposed 6" Dia. PVC Storm Drain Pipe
- SWR = Existing Sewer Main
- SS = Existing Sewer Service
- SS = Proposed Sewer Service
- GAS = Existing Gas Main
- GAS = Proposed Gas Service
- TV = Existing CA/TV
- Red Avalanche Hazard Zone (Alpine 2022)
- Blue Avalanche Hazard Zone (Alpine 2022)
- FND 1/2" = Found 1/2" Rebar
- FND ALU = Found Aluminum Cap
- SET 1/2" = Set 1/2" Rebar, PLS 7048
- PP = Existing Power Pole
- SMH = Existing Sewer Manhole
- Proposed Sewer Cleanout
- WV = Existing Water Valve
- WM = Existing Water Meter
- WELL = Existing Well
- WM = Proposed Water Meter
- PH = PHBOX = Existing Phone Box
- TV = TVBOX = Existing CA/TV Box
- PB = PBOX = Existing Power Box
- PM = Proposed Power Meter
- GM = Proposed Gas Meter
- 1.0% = Existing Road Grade
- CT = Existing Conifer Tree
- DT = Existing Deciduous Tree
- CT = Existing Conifer Tree (To Be Removed)
- DT = Existing Deciduous Tree (To Be Removed)
- ×5924.3 = Spot Elevation
- Proposed Landscape Dry Well
- Proposed Heated Landscape Catch Basin
- Proposed 6" Driveway Trench Drain

NC = No Cap
COR = Corner
GB = Grade Break
TOE = Toe of Slope
TOP = Top of Slope
THRESH = Threshold
PARTY = Party Wall
TG = Top of Gravel
HOT = Hot Tub
( ) = Record Bearing & Distance per Inst. No. 456235
[ ] = Record Bearing & Distance per Inst. No. 115701

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	404.52'	6.82'	6.82'	S 38°13'34" W
(C1)	(404.52')	(6.83')	(6.83')	(S 36°29'50" W)
C2	404.52'	93.42'	93.38'	N 32°10'00" E
(C2)	(404.52')	(93.37')	(93.33')	(N 32°14'53" E)

NORTH

GRAPHIC SCALE

8 0 4 8 16 32
(IN FEET)
1 inch = 8 ft.

PROJECT PATH AND PRINT DATE: U:\LD3\214_L22B3WSV4\CS_214_SageMountainsideTHWS_PrePlat2022.dwg 08/15/25 3:38:29 PM MST

NO	REVISIONS	DATE	BY
1	REVISED	08DEC22	AHN
2	REVISED	02MAR23	AHN
3	ReSubmit Expired Pre Plat	15AUG25	BS

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYOR – LICENSED – 7048 – STATE OF IDAHO – BRUCE SMITH – 15AUG25

Alpine Enterprises Inc.
Surveying, Mapping, Civil Engineering, and Natural Hazards Consulting
660 Bell Dr., Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988 727-1987 fax
email: bsmith@alpineenterprisesinc.com

City of Ketchum

Attachment 3:

Preliminary Plat Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum
Planning & Building

IN RE:	)
	)
Sage Mountainside Townhomes	) KETCHUM CITY COUNCIL
Townhouse Preliminary Plat	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-070A	) DECISION
	)
Date: November 3, 2025	)
	)

PROJECT:	Sage Mountainside Townhomes
APPLICATION TYPE:	Townhouse Preliminary Plat
FILE NUMBER:	P22-070A
ASSOCIATED APPLICATIONS:	Mountain Overlay Design Review & Conditional Use Permit Applications (File No. P22-070 & P22-070B)
PROPERTY OWNER:	Sage Mountainside LLC
REPRESENTATIVE:	Shilpa Sushil, Connect Homes (Architect)
LOCATION:	400 & 402 Sage Road (Living Springs Townhomes)
ZONING:	General Residential – Low Density (GR-L) & Mountain Overlay (MO)

RECORD OF PROCEEDINGS

The Planning and Zoning Commission considered the Sage Mountainside Townhomes Mountain Overlay Design Review Application File No. P22-070 during their meeting on May 9, 2023. The meeting was continued to June 27, 2023. The application was considered concurrently with Townhouse Preliminary Plat and Conditional Use Permit Applications File No. P22-070A & P22-070B and the public hearings were combined in accordance with Idaho Code §67-6522. After considering staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission approved the Sage Mountainside Townhomes Mountain Overlay Design Review (File No. P22-070) and Conditional Use Permit (File No P22-070B) applications and recommended approval of the Subdivision Preliminary Plat application (File No. P22-070A) to the City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on July 17, 2023, and approved the application. The Preliminary Plat expired on July 17, 2025, due to a failure to record a Final Plat within two years of Council's approval. There was an error in the original Findings of Fact

480 East Ave. N. ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-7801 ★ fax (208) 726-7812
facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ **www.ketchumidaho.org**

for the Preliminary Plat application where criteria KMC 16.04.040.R & 16.04.040.S were omitted. These standards have been added to the updated Findings of Fact below. The City Council reviewed and reapproved on November 3, 2025.

Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on April 19, 2023. The public hearing notice was published in the Idaho Mountain Express on April 19, 2023. A notice was posted on the project site and the city's website on April 24, 2023. The story pole was installed on the project site on May 2, 2023.

FINDINGS OF FACT

The City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

BACKGROUND

The applicant is proposing to demolish an existing attached townhouse and construct two new detached modular townhomes (the "project") located at 400 & 402 Sage Road (the "subject property") within the General Residential – Low Density Zoning District (the "GR-L Zone") and Mountain Overlay District (the "MOD"). The proposed townhomes are 4,820 square feet each and contain four bedrooms and a two-car garage. A conditional use permit is required for the project as an avalanche protective wall spanning the length of the two townhomes is proposed. A townhouse preliminary plat to vacate the existing Living Springs Townhomes subdivision and reestablish new townhouse sublots.

The subject property is comprised of one lot subdivided into two townhouse sublots. The lot is part of the Warm Springs Village Subdivision, Fourth Addition that was created in 1961 under the jurisdiction of Blaine County. The attached townhouse was constructed in 1966 under Blaine County's development standards prior to the subject property being annexed into the City of Ketchum. At the time of construction, there were no development standards specific to hillside development. After annexation into the City of Ketchum, approval for the townhouse subdivision was granted in 2001.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final

				copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			Commission Findings	The applicants have provided draft covenant documents as part of the application materials. The party wall agreement for the shared avalanche protective wall is shown in section 3.d of the draft covenant documents
☒	☐	☐	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.
			Commission Findings	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed by the Planning & Zoning Commission.
☒	☐	☐	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			Commission Findings	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed by the Planning & Zoning Commission.
☒	☐	☐	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			Commission Findings	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City Council for review and approval prior to issuance of a building permit for the project.
☐	☐	☒	16.04.080.C.4	4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			Commission Findings	No phased development agreement is proposed.
☒	☐	☐	16.04.080.D	D. Final Plat Procedure: 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: 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.

				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.
			Commission Findings	Following receipt of a certificate of occupancy, the applicant shall submit an application for final plat following all procedures as outlined in Title 16 of the Ketchum Municipal Code.
☒	☐	☐	16.04.080.E.1	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 All Townhouse Developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district.
			Commission Findings	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 159,529 square feet. The proposed detached townhomes have a building coverage of 10,158 square feet. This results in a total building coverage of 6% of the lot.
☒	☐	☐	16.04.080.E.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.
			Commission Findings	Both sublots include two car garages.
☒	☐	☐	16.04.080.E.3	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. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			Commission Findings	During department review of the Design Review application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			Commission Findings	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on December 8, 2022.
☒	☐	☐	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.

			Commission Findings	The subdivision application was deemed complete on April 13, 2022.
☒	☐	☐	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			Commission Findings	This standard is met as shown on Sheet 1 of the preliminary plat.
☒	☐	☐	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			Commission Findings	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Sage Mountainside Townhomes" which is not the same as any other subdivision in Blaine County, Idaho.
☒	☐	☐	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Commission Findings	As shown on Sheet 1, the owner and subdivider is Sage Mountainside LLC. The plat was prepared by Bruce Smith of Alpine Enterprises.
☒	☐	☐	16.04.030.I .4	Legal description of the area platted.
			Commission Findings	The legal description of the area platted is shown on the preliminary plat.
☒	☐	☐	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Commission Findings	The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and lots within Warm Springs Village 4th Addition.
☒	☐	☐	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Commission Findings	The preliminary plat shows the contour lines for the subject property.
☒	☐	☐	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Commission Findings	The preliminary plat shows the location of the proposed units and all adjacent streets and easements.
☒	☐	☐	16.04.030.I .8	Boundary description and the area of the tract.
			Commission Findings	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
☒	☐	☐	16.04.030.I .9	Existing zoning of the tract.
			Commission Findings	Plat note #5 of the preliminary plat lists the existing zoning of the subject property.
☒	☐	☐	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Commission Findings	The preliminary plat indicates the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.

☐	☐	☒	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Commission Findings	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
☒	☐	☐	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Commission Findings	As shown on the preliminary plat, each detached townhouse will have separate services for water and sewer from the main lines in Sage Road
☐	☐	☒	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Commission Findings	This standard does not apply as no new streets are proposed.
☐	☐	☒	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Commission Findings	This standard does not apply as no new drainage canals or structures are proposed.
☐	☐	☒	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Commission Findings	This standard does not apply as no additional tests are required.
☒	☐	☐	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Commission Findings	A copy of the declaration of covenants, conditions & restrictions for the Sage Mountainside Townhomes is included in the application materials.
☒	☐	☐	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Commission Findings	The project plans include a vicinity map that satisfies this requirement.
☐	☐	☒	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Commission Findings	The subject property is not within a floodplain or floodway district. The Avalanche district boundaries are shown on preliminary plat.
☐	☐	☒	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Commission Findings	Building envelope is shown on the preliminary plat as the parent lot contains 25% slope area.
☒	☐	☐	16.04.030.I .20	Lot area of each lot.

			Commission Findings	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 78,686 square feet and the area of Sublot 2 is 80,843 square feet.
☒	☐	☐	16.04.030.I .21	Existing mature trees and established shrub masses.
			Commission Findings	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property.
☒	☐	☐	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Commission Findings	The applicant provided a title commitment issued by Pioneer Title Co. dated October 29, 2021, and a warranty deed recorded at Instrument Number 691850 with the initial application.
☒	☐	☐	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			Commission Findings	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
☒	☐	☐	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. 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.
			Commission Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All required improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on Sublots 1 & 2.
☐	☐	☒	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, 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.
			Commission Findings	This standard has been met. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements plans were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on Sublots 1 & 2.
☐	☐	☒	16.04.040.C	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 conditions or other factors beyond the control of the subdivider, 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 one year 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.
			Commission Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.D	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.
			Commission Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
☐	☐	☒	16.04.040.E	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: 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.
			Commission Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
☒	☐	☐	16.04.040.F	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. 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: 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. 3. Corner lots 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. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 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. 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.
			Commission Findings	1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 159,529 square feet. The new detached townhouses meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. A building envelope is required as the lot contains areas greater than 25%. A waiver has been granted for the building envelope to encroach into the 25% slope area as it is believed the site was previously entirely within the 25% slope area. The Commission found the siting of the structures to meet the Mountain Overlay standards and therefore were willing to allow the development to encroach further into the 25% slope. 3. The subject property is not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created sublot lot line is within 20 degrees to a right angle to the street lot line along Sage Road. 5. The subject property is not a double frontage lot. 6. Both Sublots have a minimum of 20 feet of frontage on Sage Road.

☐	☐	☒	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 1. No block shall be longer than 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. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Commission Findings	This standard does not apply as no new blocks are being created.
☐	☐	☒	16.04.040.H	Street Improvement Requirements: 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; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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 commission before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement; 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; 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; 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.

				This standard does not apply as no new streets are proposed.
☐	☐	☒	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. 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.
			Commission Findings	This standard does not apply as there are no alleys adjacent to the subject property.
☒	☐	☐	16.04.040.J	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. 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. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions 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. 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. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.

			Commission Findings	No new easements are required. However, a 5' public utility easement from the Living Springs Townhome Subdivision is being carried over as shown on the subject preliminary plat.
☐	☐	☒	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.
			Commission Findings	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Sage Road.
☐	☐	☒	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.
			Commission Findings	This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Sage Road.
☐	☐	☒	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.
			Commission Findings	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
☐	☐	☒	16.04.040.N	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: 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: 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: 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.
			Commission Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including cuts, fills, and grading improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on Sublots 1 & 2. All site disturbance has been revegetated per the approved landscape plan.
☒	☐	☐	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.
			Commission Findings	All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All drainage improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on Sublots 1 & 2.
☒	☐	☐	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.
			Commission Findings	All utilities are proposed underground per the KMC requirements.
☐	☐	☒	16.04.040.*Q*	Off Site Improvements: Where the offsite 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.
			Commission Findings	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.
☐	☐	☒	**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	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the preliminary plat, building envelopes are indicated on Sublots 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on Sublots 1 & 2.
☐	☐	☒	**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	This standard does not apply because the subject property did not contain existing natural features such as mature trees, watercourses, rock outcroppings, established shrub masses, or historic areas to preserve.

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 Municipal 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 Preliminary Plat application for the development and use of the project site.

2. The City Council has authority to review and recommend approval of the applicant's Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.

4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.

5. The Sage Mountainside Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council approves of this Townhouse Preliminary Plat Application File No. P22-070 this Monday, November 3, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The preliminary plat is subject to all conditions of approval associated with Mountain Overlay Design Review Approval P22-070.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact adopted this 3rd day of November 2025.

Neil Bradshaw, Mayor
City of Ketchum

City of Ketchum

Attachment 4:

Final Plat Application & Supporting Materials

City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number: P25-036
Date Received: 7/7/25
By: GB
Fee Paid: $2900
Approved Date:
By:

Subdivision Application-Final Plat

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Sage Mountainside Townhomes			
Owner of Record: Sage Mountainside LLC.			
Address of Owner: P.O. Box 3250, Ketchum, ID 83340			
Representative of Owner: Bruce Smith, Alpine Enterprises Inc.		Phone #: (208) 727-1988	
Email: bsmith@alpineenterprisesinc.com			
Legal Description: Living Springs Townhomes		RPK 03480000010	
Street Address: 400 & 402 Sage Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Townhouse Sublots			
Total Land Area: 159,58, S.F. - 3.66 AC. (+/-)			
Current Zoning District: General Residential Low Density District (GR-L)			
Proposed Zoning District: General Residential Low Density District (GR-L)			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium ☐	Land ☐	PUD ☐	Townhouse ☒
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: The Sage Mountainside Townhomes Sublots shall have Mutual Reciprocal Snow Storage Easements and Utility Easements for the Installation, Repair, Maintenance, and Replacement of Utilities. The 5' wide P.U.E. shown on the plat of Living Springs Townhomes shall remain.			
Briefly describe the improvements to be installed prior to final plat approval: Prior to Final Plat, the applicant shall fully construct both townhouse units as well as all necessary site and right-of-way improvements required for the issuance of the Certificate of Occupancy.			
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 to planningandzoning@ketchumidaho.org			

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.

Bruce Smith 05/28/2025

Representative's Signature Date

Bruce Smith, Alpine Enterprises Inc.

PioneerTitleCo.
GOING BEYOND

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

Instrument # 689115
HAILEY, BLAINE, IDAHO
12-01-2021 1:15:39 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

Instrument # 691850
HAILEY, BLAINE, IDAHO
03-01-2022 2:32:21 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

File No. 790323 /JD THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE GRANTEE.

PERSONAL REPRESENTATIVE'S DEED

This Personal Representative's Deed is made November 18, 2021 by Grantor, Thomas Grebinski, Personal Representative for the Estate of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, Deceased, being the duly qualified personal representative of such Estate filed in Blaine County, State of Idaho Probate No. CV07-21-00532, and does for valuable consideration, hereby sell and convey to ~~#709 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company~~ Sage Mountainside LLC PO Box 3250 Ketchum, ID 83340 Grantee, whose address is c/o Sage Mountainside LLC PO Box 3250 Ketchum, ID 83340 the following described real property situated in Blaine County, Idaho: Sage Mountainside LLC, an Idaho limited liability company

Sublot 1 and Sublot 2 of LIVING SPRINGS TOWNHOMES, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

together with all appurtenances pertaining thereto.

Estate of Mary C. Handelsman, Deceased

Thomas Grebinski, Personal Representative

State of Idaho, County of Blaine

This record was acknowledged before me on 11/19/21 by Thomas Grebinski, as Personal Representative of the Estate of Mary C. Handelsman, also shown of record as Mary Crutchfield Handelsman, Deceased.

Signature of notary public
Commission Expires: 4/5/24

F. PAIGE MCALLISTER
COMMISSION #35535
NOTARY PUBLIC
STATE OF IDAHO

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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 EXTRACONTRACTUAL 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 Amount of Insurance 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

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 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.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "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.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

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ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election 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 Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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:	
Loan ID Number:	
Commitment Number:	2124173
Issuing Office File Number:	2124173
Property Address:	400 & 402 Sage Rd, Ketchum, ID 83340
Revision Number:	1

1. **Commitment Date:** June 27, 2025 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy

   Proposed Insured:

   (b) 2021 ALTA® Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   Fee Simple

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

   Sage Mountainside LLC, an Idaho limited liability company

5. **The Land is described as follows:**

   Sublot 1 and Sublot 2, Block 1 of LIVING SPRINGS TOWNHOMES, as shown on the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

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

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2124173- Revision No. 1

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.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2124173- Revision No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. 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.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2025 and subsequent years, which are a lien due not yet payable.

    Note: General taxes for the year 2024, a lien in the amount of $2,606.16, which are paid in full. (Parcel No. RPK03480000010)

    Note: General taxes for the year 2024, a lien in the amount of $2,606.34 , which are paid in full. (Parcel No. RPK03480000020)

11. Water and sewer charges of the City of Ketchum.

12. Ketchum rubbish charges billed by Clear Creek Disposal.

13. Notes, Easements and Restrictions as shown on the plat of Warm Springs Village Subdivision Fourth Addition, recorded July 11, 1961 as Instrument No. 115701, records of Blaine County, Idaho.

14. Limitations, Restrictions and Covenants, including the terms and provisions thereof, as shown in Warrant Deed recorded March 11, 1966 in Book 180 of Deeds at page 393, as Instrument No. 124295, records of Blaine County, Idaho.

15. Affidavit as to Identification of Plats and Descriptions of Real Property within the avalanche zone, including the terms and provisions thereof, recorded October 10, 1979 as Instrument No. 197578, records of Blaine County, Idaho.

    Avalanche Acknowledgement, including the terms and provisions thereof, recorded February 28, 2001 as Instrument No. 448507, records of Blaine County, Idaho.

16. 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 Declaration, Reciprocal Easement and Party Wall Declaration for Living Springs Townhomes recorded October 3, 2001 as Instrument No. 456234, records of Blaine County, Idaho.

17. Notes, Easements and Restrictions, as shown on the plat of Living Springs Townhomes, recorded October 3, 2001 as Instrument No. 456235, records of Blaine County, Idaho.

END OF EXCEPTIONS

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Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. 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 Blaine County Title, Inc. , and its affiliates (" N/A "), 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 Blaine County Title, Inc. , 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.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
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/does Blaine County Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Blaine County Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Blaine County Title, Inc. collect my personal information?	We collect your personal information, for example, when you • 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: Blaine County Title, Inc. , 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

400 & 402 Sage Road, Ketchum, Idaho

ARTICLE I - DEFINITIONS

"Properties" means the real property located at 400 Sage Road and 402 Sage Road, Ketchum, Idaho, as legally described in the respective deeds and recorded plat records.

"Owners" means the respective record owners of fee simple title to 400 Sage Road and 402 Sage Road.

"Shared Avalanche Wall" means the physical avalanche protection structure located between and benefiting both properties, as depicted in the recorded plat or survey.

"Developer" means Sage Mountainside LLC, current owner of both properties and the declarant of these CC&Rs.

ARTICLE II - PURPOSE

These CC&Rs are established solely to address the mutual obligations related to the shared avalanche wall. It is the intent of the Developer to limit restrictions and to preserve the autonomy of each property owner to the greatest extent permitted by law. These CC&Rs shall run with the land and bind all future owners.

ARTICLE III - SHARED AVALANCHE WALL

3.1 Equal Responsibility: Each Owner shall be responsible for 50% of all costs for reasonable maintenance, repair, or replacement of the shared avalanche wall.

3.2 Notice of Non-Emergency Repairs: For any proposed maintenance or repairs exceeding $1,000 (collectively), the initiating Owner shall provide at least 30 days' written notice to the other Owner, including a description and estimate of the proposed work. For proposed work exceeding $5,000 (collectively), both owners must provide written consent before work begins.

3.3 Emergency Repairs: Either owner may proceed with emergency repairs without prior notice only if immediate action is necessary to prevent: (a) imminent structural collapse, (b) immediate threat to life or safety, or (c) severe property damage from avalanche, weather, or structural failure. Emergency repairs must be limited to the minimum work necessary to address the

immediate threat. The initiating owner must notify the other owner within 48 hours and provide documentation of the emergency condition and work performed. If the non-initiating owner disputes whether the situation constituted an emergency, the matter shall be resolved through arbitration. Minor cosmetic work on each owner's side of the wall shall be handled individually by each owner at their own expense. All legitimate emergency structural costs shall be shared equally.

3.4 Access Rights: Each Owner grants the other reasonable access over their property for the purposes of inspection, maintenance, or repair of the shared avalanche wall. Except in emergencies, such access must be requested at least 48 hours in advance and conducted at mutually agreed-upon times during normal business hours. Routine inspections are limited to no more than twice per year unless specific concerns are documented.

3.5 Modifications: No structural modifications, alterations, or repairs to the shared avalanche wall may be made without: (a) written consent of both owners, and (b) prior written approval from Maxwell Engineering or a qualified structural/geotechnical engineering firm with avalanche mitigation experience and Idaho professional engineering license. If Maxwell Engineering is unavailable or unresponsive within 30 days, either owner may engage an alternative qualified firm. If owners disagree on engineering necessity for safety repairs, the matter shall be resolved through binding arbitration. This requirement applies to any work that could affect the structural integrity or avalanche protection function of the wall, including but not limited to modifications to the ground floor areas of either home that interface with the avalanche wall system.

3.6 Engineering Documentation: The original avalanche wall design and specifications by Maxwell Engineering are incorporated by reference. Any modifications must maintain or improve the wall's avalanche protection capabilities as certified by the approving engineer.

3.7 Expense Handling: All shared costs related to the avalanche wall shall be charged as expenses when incurred. Invoices for shared costs must be paid within 30 days of receipt. Unpaid amounts shall accrue interest at 1.5% per month and may be secured by lien against the non-paying owner's property after 60 days delinquency. There are no reserve funds, regular assessments, or advance payments required.

ARTICLE IV - GENERAL PROVISIONS

4.1 Limited Scope: These CC&Rs are strictly limited to the shared avalanche wall and shall not be interpreted to impose any additional burdens, obligations, or restrictions on the use of either property.

4.2 No Architectural Review: No architectural committee, design guidelines, or approval process shall exist under these CC&Rs. Each Owner may construct, modify, or use their property freely, subject only to applicable governmental regulations.

4.3 No Use Restrictions: No use restrictions are imposed by this document. Each Owner may use their property for any lawful purpose in accordance with local zoning and land use codes.

4.4 Separate Utilities: All utilities and infrastructure are separately provided to each lot. No shared utility obligations exist between the properties.

4.5 No Homeowners Association: These CC&Rs do not create a homeowners association, board of directors, or any governing body. There are no HOA fees, regular meetings, or administrative requirements beyond the specific avalanche wall obligations stated herein.

NOTE: The original home designs received approval through Ketchum Planning & Zoning design review process. Future modifications may be subject to applicable P&Z requirements independent of these CC&Rs.

ARTICLE V - ENFORCEMENT AND AMENDMENT

5.1 Enforcement Rights: These CC&Rs may be enforced by either Owner through injunctive relief, specific performance, or other appropriate legal remedies. The prevailing party in any enforcement action shall be entitled to reasonable attorney's fees and costs.

5.2 Dispute Resolution: Any disputes regarding emergency repairs, engineering necessity, or shared costs exceeding $2,500 shall first be addressed through good faith negotiation for 30 days. If unresolved, disputes shall be submitted to binding arbitration in Blaine County, Idaho under Idaho Arbitration Rules.

5.3 Amendment: These CC&Rs may be amended only by a written agreement signed and notarized by both Owners and recorded in Blaine County, Idaho.

5.4 Severability: If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.5 Governing Law: These CC&Rs shall be interpreted and enforced under the laws of the State of Idaho.

ARTICLE VI - TERM

These CC&Rs shall run with the land and shall be binding upon all current and future Owners, their heirs, successors, and assigns, in perpetuity, unless terminated by mutual written agreement of both Owners, duly recorded.

DEVELOPER'S DECLARATION

The undersigned, as Developer and current owner of both properties, hereby declares and establishes these CC&Rs to run with the land and bind all future owners.

DEVELOPER:
Sage Mountainside LLC

Date: June 30, 2025
By: Samir Jadallah, Owner

☑ 400 Sage Road, Ketchum, Idaho
☑ 402 Sage Road, Ketchum, Idaho

STATE OF IDAHO
COUNTY OF BLAINE

[Insert notary acknowledgment blocks for developer signature]

This document should be recorded in the official records of Blaine County, Idaho

City of Ketchum

Attachment 5:

Sage Mountainside Townhomes Final Plat

A PLAT SHOWING

SAGE MOUNTAINSIDE TOWNHOMES

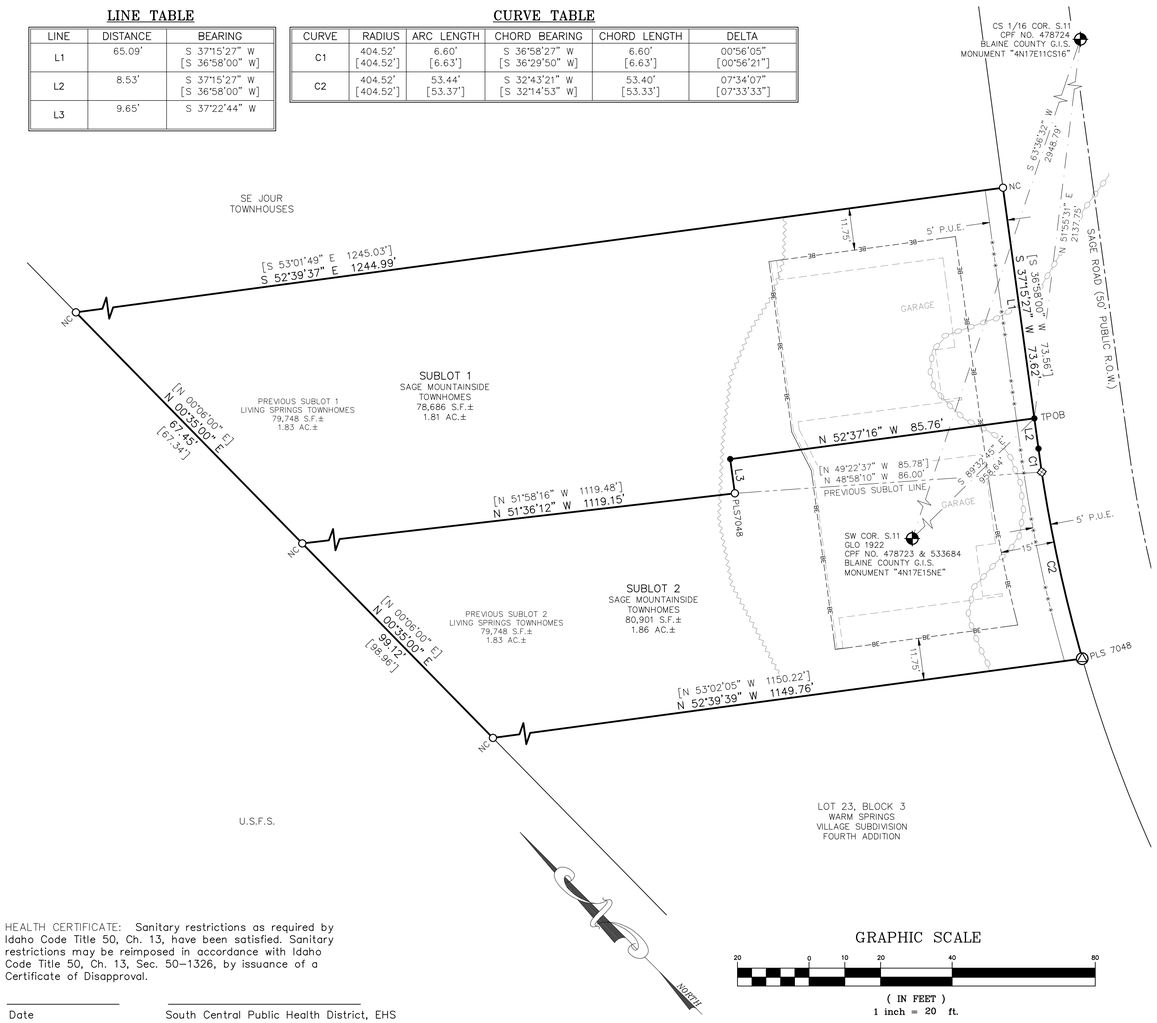
WHEREIN LIVING SPRINGS TOWNHOMES ARE VACATED AND
SAGE MOUNTAINSIDE TOWNHOMES IS CREATED AS SHOWN HEREON
LOCATED WITHIN
SECTIONS 11 & 14, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
AUGUST 2025

LINE TABLE

LINE	DISTANCE	BEARING
L1	65.09'	S 37°15'27" W [S 36°58'00" W]
L2	8.53'	S 37°15'27" W [S 36°58'00" W]
L3	9.65'	S 37°22'44" W

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA
C1	404.52' [404.52']	6.60' [6.63']	S 36°58'27" W [S 36°29'50" W]	6.60' [6.63']	00°56'05" [00°56'21"]
C2	404.52' [404.52']	53.44' [53.37']	S 32°43'21" W [S 32°14'53" W]	53.40' [53.33']	07°34'07" [07°33'33"]



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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, EHS

LEGEND

- Subject Boundary
- Adjoining Lot Lines
- Centerline Right-of-Way
- 5' Wide Public Utility Easement
- BE Building Envelope
- Approximate Building Footprint
- Red Avalanche Hazard Zone (Alpine 2022)
- Blue Avalanche Hazard Zone (Alpine 2022)
- Blaine County G.I.S. Tie
- Found Brass Cap, as Shown
- Found Aluminum Cap, as Shown
- Found 1/2" Rebar, as Shown
- Set 1/2" Rebar, PLS 7048
- Calculated Point, Nothing Found or Set
- TPOB True Point of Beginning
- NC No Cap
- [ ] Record Bearing and Distance Instrument Number 456235

NOTES

1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83, (1992) Central Zone, at Grid in US Survey Feet with a Combined Project Scale Factor of 0.99967936 and a Grid North to Geodetic North Convergence Angle of N 00°16'45" E. Ground distances will be slightly longer.

2) Boundary Information used or considered includes the Plats of:
   - Warm Springs Village Subdivision, Fourth Addition, Instrument Number 115701;
   - Se'Jour Townhouses, Instrument Number 451913;
   - Living Springs Townhomes, Instrument Number 456235;

   Records of Blaine County, Idaho.

3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.

4) Deceleration of Covenants, Conditions and Restrictions of Sage Mountainside Townhomes is Recorded in Blaine County under Instrument No. _____.

5) The Sage Mountainside Townhomes Sublots shall have Mutual Reciprocal Utility Easements for the Installation, Repair, Maintenance, and Replacement of Utilities.

6) Documents that may affect this Plat include:
   - The Plat of Warm Springs Village Subdivision, Fourth Addition, Instrument Number 115701;
   - Warranty Deed, Instrument Number 124295;
   - Avalanche Zone Affidavit, Instrument Number 197578;
   - Declaration, Reciprocal Easement and Party Wall Declaration of Living Springs Townhomes, Instrument Number 456234;
   - The Plat of Living Springs Townhomes, Instrument Number 456235;
   - Deed of Trust, Instrument Numbers 476976, 589620, 589621, 589622, 627942, and 522378;

   Records of Blaine County, Idaho.

7) The Subject Property is within the City of Ketchum Mountain Overlay Zoning District (MO). Refer to the City of Ketchum Municipal Code Zoning Regulations for more information about this Zone.

8) The Subject Property is within the City of Ketchum Avalanche Zone District (A). Refer to the City of Ketchum Municipal Code for more information about this Zone. Avalanche Zoning shown is from a 2022 Study conducted by Alpine Enterprises Inc. This study is site specific; it should not be applied to adjacent lands.

SURVEYOR NARRATIVE

The purpose of this survey is to vacate Living Springs Townhomes and to create Sage Mountainside Townhomes, as shown hereon. During a Boundary Retracement of Living Springs Townhomes, it was found that some of the monuments were either missing or disturbed by construction. All found monuments were accepted as either original corners or replacements of original corners. The missing monuments were reset using linear proportioning and record curve data. The Sublot Line was decided based on an existing site survey, the party wall, owner preference, and agreement.

PROFESSIONAL LAND SURVEYOR
LICENSED
7048
140CT25
STATE OF IDAHO
BRUCE SMITH

SAGE MOUNTAINSIDE THMS
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that SAGE MOUNTAINSIDE, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

A parcel of land located within Sections 11 and 14, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Sublot 1 and Sublot 2 of Living Springs Townhomes, according to the official plat thereof, recorded as Instrument No. 456235, records of Blaine County, Idaho, to be replatted as Sage Mountainside Townhomes, as shown hereon.

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

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

_____

Jordan Jadallah, Manager
SAGE MOUNTAINSIDE, LLC.
An Idaho Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____ , 2025, before me, a Notary Public in and for said State, personally appeared Jordan Jadallah, known or identified to me to the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

_____

Notary Public in and for said State

_____

Residing At

_____

My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this Plat of Sage Mountainside Townhomes is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR
LICENSED
7048
140CT25
STATE OF IDAHO
BRUCE SMITH

COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

_____

Sam Young, PLS 11577.
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____ 2025, this plat was duly accepted and approved.

_____

Trent Donat, City Clerk,
City of Ketchum

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

_____

Robyn Mattison, City Engineer,
City of Ketchum

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this ____ day of _____, 2025, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

_____

Paige Nied, City Planner,
City of Ketchum

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Sage Mountainside Townhomes have been paid in full on this _____ day of _____ 2025. This Certification is valid for the next thirty (30) days only.

_____

Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF BLAINE
This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

_____

Ex–officio Recorder

SAGE MOUNTAINSIDE THMS
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2

City of Ketchum

Attachment 6:

Final Plat Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum
Planning & Building

IN RE:	)	
	)	
Sage Mountainside Townhomes	)	**KETCHUM CITY COUNCIL**
Townhouse Subdivision – Final Plat	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Date: November 3, 2025	)	**DECISION**
	)	
File Number: P25-036	)	

PROJECT:	Sage Mountainside Townhomes
APPLICATION TYPE:	Townhouse Subdivision – Final Plat
FILE NUMBER:	P25-036
ASSOCIATED APPLICATIONS:	Design Review (P22-070), Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permits (24-KET-00036 & 24-KET-00037)
REPRESENTATIVE:	Bruce Smith, Alpine Enterprises Inc.
OWNER:	Sage Mountainside, LLC
LOCATION:	400 & 402 Sage Road
ZONING:	General Residential – Low Density (GR-L)
OVERLAY:	Mountain Overlay District (MOD)

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Townhouse Subdivision Final Plat for the Snowbird II Townhomes on November 18, 2024. The application was reviewed and scheduled for a public hearing after two rounds of review by City departments. As of the date of these findings, all City department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on November 3, 2025. After considering staff's analysis and the application materials, the City Council approved the Townhouse Subdivision Final Plat application.

BACKGROUND

The Applicant is requesting Final Plat approval for the Sage Mountainside Townhomes located at 400 and 402 Sage Road (the "subject property") within the General Residential – Low Density (GR-L) Zoning District and Mountain Overlay District (MOD). The Townhouse Subdivision Final Plat application proposes to vacate the existing Living Springs Townhomes and create the Sage Mountainside Townhomes, where sublot 1 is 78,686 square feet in size and sublot 2 is 80,901 square feet in size. The Planning and Zoning Commission considered, conducted the required public hearing for the preliminary plat, and recommended approval of the Townhouse Subdivision Preliminary Plat to City Council on July 11, 2023. The City Council reviewed and approved the Sage

Mountainside Townhomes Preliminary Plat on July 17, 2023. The Preliminary Plat expired on July 17, 2025, due to a failure to record a Final Plat within two years of Council's approval. No changes were made to the Preliminary Plat, and it was reapproved by City Council on November 3, 2025.

FINDINGS OF FACT

The Ketchum City Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			Findings	The point of beginning of the subdivision description is tied to two governmental survey corners on Sheet 1 of the Final Plat.
☒	☐	☐	16.04.030.K.2	Location and description of monuments.
			Findings	The location and description of monuments are provided on Sheet 1 of the Final Plat.
☒	☐	☐	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.
			Findings	Sheet 1 of the final plat indicates the building envelopes, property lines, Sage Road right-of-way, and the boundaries of the red and blue avalanche hazard zones. The subject property does not contain floodplain. The Final Plat also shows the public utility easement.
☒	☐	☐	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Findings	As shown on Sheet 1 of the final plat, the subject property is adjacent to the Se Jour Townhomes and Lot 23, Block 3 Warm Springs Village Subdivision Fourth Addition.
☒	☐	☐	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.
			Findings	No new streets or other public rights-of-way are proposed with the Sage Mountainside Townhomes. Sheet 1 of the Final Plat indicates the 50-foot-wide Sage Road public right-of-way.
☒	☐	☒	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Findings	Sheet 1 of the Final Plat specifies the location and dimension of the 5-foot-wide public utility easement along the front property line.

☐	☐	☒	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Findings	N/A - No blocks are proposed for the subdivision.
☐	☐	☒	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.
			Findings	N/A - No dedications are proposed.
☒	☐	☐	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.
			Findings	As shown on Sheet 1, the title of the final plat includes all required information.
☒	☐	☐	16.04.030.K.10	Scale, north arrow and date.
			Findings	The scale, north arrow, and date are included on Sheet 1 of the final plat.
☒	☐	☐	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.
			Findings	The Sage Road right-of-way is indicated on Sheet 1 of the final plat. No additional streets are being created or dedicated.
☒	☐	☐	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Findings	Plat note 4 references the Covenants, Conditions, and Restrictions for the Sage Mountainside Townhomes.
☒	☐	☐	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			Findings	Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat.
☒	☐	☐	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			Findings	A title report by Stewart Title Guarantee Company dated July 1, 2021, was submitted with the application.
☒	☐	☐	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.
			Findings	Sheet 2 of the final plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.
☒	☐	☐	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			Findings	Sheet 2 of the final plat includes a City Engineer's certificate.
☒	☐	☐	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			Findings	Sheet 2 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.

☐	☐	☒	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Findings	N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards
☒	☐	☐	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. 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.
			Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	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.
			Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	16.04.040.C	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 conditions or other factors beyond the control of the subdivider, 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 one year 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.
			Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	16.04.040.D	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.
			Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037).
☐	☐	☒	16.04.040.E	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: 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.

			Findings	The Final Plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
☒	☐	☐	**16.04.040.F**	**Lot Requirements:** **1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.** **2. 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:** **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.** **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.** **4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.** **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.** **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).**
			Council Findings	This standard has been met. Sublot 1 has a lot area of 78,686 square feet and Sublot 2 has a lot area of 80,901 square feet, both exceed the 9,000-square foot minimum lot area required in the GR-L Zone. Both lots comply with the dimensional standards required for lots within the GR-L Zone. Both lots

				feature building envelopes, as the lots are within the MOD and contain Avalanche Hazard Zones. Standards #4-6 are met with the newly proposed lots.
☐	☐	☒	**16.04.040.G**	**G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:** **1. No block shall be longer than 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	This application does not create a new block. This requirement is not applicable.
☐	☐	☒	**16.04.040.H**	**Street Improvement Requirements:** **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;** **9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);** **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;** **11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;** **12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;** **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;** **14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;** **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;** **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;** **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;** **18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;** **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;** **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;**

				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; **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;** **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** **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.**
			Council Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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.**
			Council Findings	This standard is not applicable as no new alleys are being created.
☐	☐	☒	**16.04.040.J**	**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.** **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.**

				2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. **3. All subdivisions 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.** **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.** **5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.** **6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.**
			Council Findings	Sheet 1 of the Final Plat shows the existing 5-foot-wide public utility easement along Sage Road. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs Road, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
☐	☐	☒	**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.
			Council Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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.**
			Council Findings	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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	This standard is not applicable as this application does not create a new subdivision. There are not incompatible uses adjacent to the proposed townhouse sublots.
☐	☐	☒	**16.04.040.N**	**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: **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:** **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:** **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	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublot 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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	This standard is not applicable as no off-site improvements are required for the application
☐	☐	☒	**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	The subject property is located in the MOD and contains Avalanche Hazard Area. As shown on Sheet 1 of the final plat, building envelopes are indicated on Sublots 1 and 2. All project plans for the townhome development were reviewed and approved by city departments through the following applications: Design Review (P22-070), Townhouse Subdivision Preliminary Plat (P22-070A), Conditional Use Permit (P22-070B), and Building Permit (24-KET-00036 & 24-KET-00037). All improvements, including the private driveways, utilities, and right-of-way improvements were inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on sublot 1 & 2.
☐	☐	☒	**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	This standard does not apply because the subject property did not contain existing natural features such as mature trees, watercourses, rock outcroppings, established shrub masses, or historic areas to preserve.

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 Municipal 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 Townhouse Subdivision Final Plat application is governed under Chapter 16.04 Subdivision Regulations of Ketchum Municipal Code.

3. The Ketchum City Council has authority approval of the applicant's Townhouse Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Municipal Code.

4. The Sage Mountainside Townhomes Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Townhouse Final Plat Application File No. P25-036 this Monday, November 3, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.

Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.

Findings of Fact **adopted** this 3rd day of November 2025.

Neil Bradshaw, Mayor
City of Ketchum

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Carissa Connelly / Housing

Agenda Item: Recommendation to Approve Contract for Services to facilitate sale of Category Local condominiums

Recommended Motion:

I move to approve Contracts with Windermere Real Estate (PO 26053) to facilitate the sale of the Hyperborean Condos for Category Local buyers

Reasons for Recommendation:

- Anna Mathieu, Associate Broker with Windemere, represents the interests of BCHA and ARCH since 2008, and has facilitated the sale of 46 community homes and assists in policy development and program feedback. Full resume is attached.
- Anna is a proven resource for buyers and sellers and all professionals involved in the sale of community homes.
- Anna assisted the City of Ketchum with the purchase of a Charitable Sale with no compensation and has been advising on Hyperborean for a year.

Policy Analysis and Background:

Anna Mathieu is a long-time real estate resource for both ARCH and BCHA. She was on the BCHA Board from 2007 to 2010 and afterwards continued to advise on policy and program development. She is a reliable, extremely knowledgeable resource to BCHA and the City regarding deed restricted historical information and correcting and problem-solving complicated Community Housing sales. She also helped the City through the purchase of the Charitable Sale with no compensation, as a courtesy. Anna has been advising on a wide array of aspects of the Hyperborean since last Thanksgiving, investing a significant amount of time and expertise into the process.

Anna created a continuing education course on Community Housing for real estate professionals, advises Idaho Housing and Finance Association, and is ARCH's real estate agent. She guides appraisers, lenders, HOAs, and title/escrow officers through the ins and out outs of these complicated transactions.

The three condominiums of Hyperborean are set to be sold as Category Local lite. Anna has prepared a marketing plan, will post on MLS, and is amply prepared to represent the City of Ketchum as a client. As such, as with any clients, her responsibilities will include the following:

- Perform the terms of the written agreement with reasonable skill and care
- Promote the City's best interests in good faith, honesty, and fair dealing
- Keep sensitive information confidential even after representation ends
- Properly account for property or money received

- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers and counter offers
- Assist in negotiating price and terms for the transaction.

In addition, since these homes will be sold with to qualified locals with a deed covenant, Anna provides the following services:

- Applicant qualification: Anna works with the BCHA Program Administrator to ensure that buyers are qualified locals.
- Showings: Coordinates and participates in Open Houses and viewings.
- Meeting: Meets with buyers to help them understand the Deed Covenants and key terms. Anna also meet with lenders and answer any specific real estate-related questions.
- Fair & transparent process: Anna is an experienced agent with these programs and policies, ensuring both the seller and buyer comply with the policies and maintains fairness throughout the process.
- Avoiding legal & administrative delays: Anna plays a crucial role in the proper handling of deed restrictions and helps avoid contract delays, rejected offers, or violations of BCHA policies that could derail the transaction.

A councilmember has expressed interest in contracting with other agents. Given Anna's extensive experience and knowledge, and the time sensitivity, staff recommend approving the contracts with Windermere. Staff find that – when untrained real estate agents are engaged by sellers or buyers of community homes – it creates greater administrative burden and public frustration due to unmanaged expectations and other misconceptions of the program and restrictions. With Council's direction, going forward, staff could explore ways of training up BCHA's program administrators as real estate agents (as some peer communities do) or training other real estate agents, if there is interest.

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in account

Attachments:

1. Anna Mathieu, Community Housing Resume
2. Purchase order 26053
3. Contracts and disclosures

Anna Lutz Mathieu

Community Housing Resume

(208) 309-1329 • AnnaMathieu@Windermere.com

Office Addresses: 180 N Main St., Ketchum & 100 N Main St., Hailey

Experience with Community Housing / Deed Restricted specifically

Deed Restricted Sales: 46
BCHA, City of Ketchum, Ownership and Preservation Program: 19
ARCH, City of Hailey: 26
Market Rate Purchased or Donated for Community Housing: 4
List attached

City of Hailey/ARCH Community Housing Trust Locals Only Pilot
2024 – Present: Assisted in the program design, the deed covenant re-design, and effected the sales for which the CoH and ARCH helped buyers purchase and deed restrict two Hailey properties.

City of Hailey Housing Committee
2023 – Present: Member of Advisory Board

Assist to Idaho Housing and Finance Association
2010 – Present: Occasionally assist with data collection, assist ARCH and the public with programs, provide program feedback.

Blaine County Housing Authority
2007 – 2010: Commissioner
2008 – 2010: Vice Chair
2010 – On and Off: Advisory Board
Participated in re-writes of the Guidelines (now Policies) multiple times over the years.
Consulted with various directors and board members over the years on various aspects.

Realtor for ARCH
2008 – Present
Maintain the wait list of ARCH buyers.
Provide real estate purchase and sale services and advice.
Participate and provide feedback in programs and deed covenants.
Participate in feasibility studies for community housing projects.
Help identify land opportunities.

"Community Housing for Real Estate Professionals"
2008: Co-Creator of a continuing education class E0608, certified by the Idaho Real Estate Commission.

Real Estate Experience

Windermere Real Estate/SV, LLC
2003 – Present
Market Sales: 400 (not counting deed restricted)

2008 – 2010: Myers Financial Group, Idaho/California
Land Acquisition, Entitlement, Market Studies, Tax Management

2004 – 2008: Director of Marketing, Cove Springs Development Inc., Blaine County
Residential Real Estate Development Corporation

Awards

2023, 2021, 2020, 2019, 2018: Idaho Mountain Express: Best Realtor/Team of the Valley
Two-time winner of the Windermere Cup: "Realtor of the Year"

Education

2003: Real Estate Licensee Certification, CSI / IREC
2016: Brokers License AB27381
Additional Certifications: Graduate Realtor Institute, Accredited Buyer Representative

1996: Thunderbird, The American Graduate School of International Management, Arizona
Master of International Management / MBA
Semester at the Thunderbird campus in Archamps, France

1993: University of California at Santa Cruz
Bachelor of Art in Language Studies
Junior year abroad at the Institut d'Etudes Politiques, Université de Grenoble, France

Additional Community Service

2002 – Present: Papoose Club member
President: 2021 – 2022
Vice President: 2022 – 2023, 2017 – 2018
Publicist: 2013 –2015, 2005 – 2007
Woman of the Year: 2006

2007 – 2010: Government Affairs Committee Member of the Sawtooth Board of Realtors
2006 – 2007: Former Vice Chair of the Hailey Historic Preservation Commission
2005 – 2007: Founding Member of the Wood River Women's Charitable Foundation

Languages Spoken

Passable Spanish, Fluent French

CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 26053

To:	Ship to:
5723 WINDEMERE REAL ESTATE PO BOX 2307 SUN VALLEY ID 83353	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/28/2025	CCHING	CCHING			

Quantity	Description		Unit Price	Total
1.00	Real Estate Services	54-4410-4200	68,850.00	68,850.00
		SHIPPING & HANDLING		0.00
		TOTAL PO AMOUNT		68,850.00

Authorized Signature

AGENCY DISCLOSURE BROCHURE

EFFECTIVE JULY 1, 2025

THIS IS NOT A CONTRACT!

This document explains the duties a real estate brokerage & its licensees (a Brokerage) owe Idaho consumers, as outlined in the Idaho Real Estate Brokerage Representation Act (Idaho Code 54-2082 - 54-2097). **These duties are required by law!** A Brokerage **CANNOT** modify or eliminate any of them, even with your consent. It is recommended that you review this document **prior to discussing ANY personal information with a Brokerage.**

THE TERM AGENCY refers to the relationship between a Brokerage & consumers in a real estate transaction. The duties you're entitled to during the process depend on the type of relationship you have with a Brokerage. Understanding the relationships is essential in deciding whether you want to be a **CUSTOMER** or a **CLIENT**.

CUSTOMERS

ALL consumers in a real estate transaction are owed the following **CUSTOMER** duties:

- Assist in transactions with honesty, good faith, skill, & care
- Disclose all known or reasonably knowable adverse material facts
- Properly account for property or money received

IF you sign a **Compensation Agreement**, you are **still** a Customer but a Brokerage **MUST**:

- Be available to timely present & receive written offers & counteroffers

AS A CUSTOMER, a Brokerage is **NOT** required to keep your info confidential or promote/protect your interests. If you want those services, you **MUST** sign a Representation Agreement to become a **CLIENT**.

CLIENTS

The duties owed to **CLIENTS** are more extensive. These duties are **ONLY** owed to consumers who have signed a Representation Agreement with a Brokerage.

- Perform the terms of the written agreement with reasonable skill & care
- Promote your best interests in good faith, honesty & fair dealing
- Keep sensitive info confidential even after representation ends
- Properly account for property or money received
- Disclose all known or reasonably knowable adverse material facts
- Be available to present & receive written offers & counteroffers
- Assist in negotiating price & terms for the transaction

IF YOU SIGN a Representation Agreement & become a **CLIENT**, you'll need to know what type of options are available. In Idaho, you may be represented under **SINGLE AGENCY** or **LIMITED DUAL AGENCY**.

SINGLE

Under Single Agency, you are a Client & the Brokerage represents you, **AND ONLY YOU**, in your real estate transaction. The entire Brokerage is obligated to promote your best interests. The Brokerage is **NOT** allowed to represent the other party to the transaction.

If you are a **BUYER**, the Brokerage will seek a property for you to purchase with an acceptable price & other terms, and advise you to consult with appropriate professionals.

If you are a **SELLER**, the Brokerage will seek a buyer to purchase your property under acceptable terms, & seek proof of a buyer's financial ability to complete the transaction.

LIMITED DUAL

Limited Dual Agency means a Brokerage represents **BOTH** the buyer & the seller in the same transaction. This may occur if you buy a property listed by the same Brokerage or if the Brokerage finds a buyer for your property. There are **TWO** types of Limited Dual Agency:

WITHOUT ASSIGNED AGENTS

The Brokerage represents both Clients **EQUALLY**, without favoring either. The Brokerage **CANNOT** share confidential information & **MUST** protect both Clients' interests while fulfilling their agreements & duties with skill and care.

WITH ASSIGNED AGENTS

The Designated Broker authorizes an agent to represent each Client. The agents **MUST** protect **their assigned Client's** best interests, & keep Client info confidential. The Designated Broker remains neutral & ensures both agents fulfill their Client duties.

DOPL
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSES
208.334.3233
DOPL.IDAHO.GOV/REC/
REAL ESTATE COMMISSION

Still have questions? Scan the QR code or visit the website below for consumer resources & common FAQs!

idrealestatehelp.my.canva.site/

BROKERAGE: Windermere Real Estate/SV, LLC

DESIGNATED BROKER: Logan Frederickson **PHONE NUMBER:** 208 788 1700

ACKNOWLEDGMENT OF RECEIPT: Your signature is **ONLY** an acknowledgement that a licensee gave you a copy of this document. This is **NOT** a contract; you are under **NO** obligation to anything by signing.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based hazards, regardless the source of the lead (check one below):

☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain):

_____

☐ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.

_____ (b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

_____

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Buyer's Acknowledgment (initial)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family From Lead in Your Home.*

_____ (e) Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based hazards. See "Lead-Based Paint Inspection Contingency Addendum" attached hereto; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based hazards.

Seller's Agent Acknowledgment (initial)

_____ (f) Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____

RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 1, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 040877-400174-5772949
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700
Form Simplic
210

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #1 Assessor's Parcel #: RPK07900000010

Legal Description: HYPERBOREAN CONDO UNIT 1

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.
If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/_____ Broker's Initials and Date: ____/_____

Price $531,250.00 Five Hundred Thirty-one Thousand Two Hundred Fifty Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3% of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 916	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,562.80	Hillside: No
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [x] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ Owner's Initials & Date

_____ / _____ Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $497,250, High: $531,250

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208-309-1329
Agent's E-mail: annamathieu@windermere.com

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RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 2, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 035596-600174-5772772
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #2 Assessor's Parcel #: RPK07900000020

Legal Description: HYPERBOREAN CONDO UNIT 2

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.

If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/_____ Broker's Initials and Date: ____/_____

Price $510,000.00 Five Hundred Ten Thousand Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period:** 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 911	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: $1,554	Hillside: No
Bdrms: 3 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [x] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ _____ / _____
Owner's Initials & Date Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCH database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $467,500 High: $510,000

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208 309 1329
Agent's E-mail: annamathieu@windermere.com

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RE-25A SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR EXEMPT PROPERTY ONLY

JANUARY 2025 EDITION

Seller's Name(s): City of Ketchum Date: _____

Property Address: 291 N 2nd Ave. Unit 3, Ketchum, ID 83340

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trust or in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☒ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

SELLER Jade Riley	DATE	**BUYER**	DATE
SELLER	DATE	**BUYER**	DATE

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Serial#: 063647-000174-5773021
Prepared by: Anna Mathieu | Windermere Real Estate/SV, LLC | annamathieu@windermere.com | 2087881700
Form Simplic
220

Real Estate Marketing Agreement

Parties Property Owner(s): City of Ketchum

Broker Name: Logan Frederickson

Brokerage Name: Windermere Real Estate/SV, LLC

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the Property during the term of this contract.

Property Address: 291 N 2nd Ave #3 Assessor's Parcel #: RPK07900000030

Legal Description: HYPERBOREAN CONDO UNIT 3

City: Ketchum County: Blaine State: Idaho

Term of Employment Beginning: October 23, 2025 Expiration: October 23, 2026 unless renewed or extended.

If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: _____ Owner's Initials and Date: ____/_____ Broker's Initials and Date: ____/_____

Price $488,750.00 Four Hundred Eighty-eight Thousand Seven Hundred Fifty Dollars And Zero Cents

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other: _____

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ 6 % of the Gross Sales Price ☐ Other: _____

Brokerage Fee - Compensation to Brokers is not set by law and is fully negotiable. If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the Property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Of the Broker Fee, 3 % of the Gross Sales Price or _____ will be paid by Broker to the Broker working with the buyer unless otherwise agreed in writing. **Post Expiration Period**: 90 Days

Authorizations: ☒ MLS ☒ Advertising ☒ Lock Box ☒ Sign ☒ Photography

☒ Internet w/address ☐ Internet w/o address

If neither internet box is checked, consumers searching the internet will not see this Property.

Seller Acknowledgement: Owner's Initials _____ Owner's Initials: _____

Virtual Office Website: ☐ Automatic Valuations ☐ Comments / Blogging

New Construction or Recent Improvements: Yes ☒ see Standard Terms, paragraph 10, of this Agreement. No ☐

Improvement Description		Site Description	
Tot. Livable SqFt: 906	Roof: EPDM/Membrane	Size: 0 (condo, shared)	Zoning: K/T
Fin.BsmtSqFt:	Constr Type: Stick	Water: City connected	Avalanche: No
Unfin.BsmtSqFt:	Stories: 3	Sewer: City connected	Flood Plain: No
SqFt. Per: Assessor	Yr built/rem: 1975 /	Property Taxes: 1,546	Hillside: No
Bdrms: 2 Baths: 2	Gar / SqFt: 0 /	CCRs: Yes	Other: Deed Restricted
Heat: Electric Baseboard	Landscaping: Minimal	Dues: TBD	

Included Items (in addition to paragraph 8 on page 2)
Dishwasher, Oven/Range, Refrigerator, Stacked Washer/Dryer

Excluded Items

Existing or Proposed Assessments

Non-Compliance with Zoning or Codes

Remarks

Liens or Other Encumbrances

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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Lead-Based Paint

Owner hereby represents that the Property being listed hereunder [X] is [ ] is not residential housing built before January 1, 1978.
If the Property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the Property on the terms and conditions herein.
2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the Property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 11:59 PM Mountain Time on the Expiration Date.
4. **Post Expiration Period** – The broker fee is payable if the Property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period (as defined in the Brokerage Fee Section) to any person who has examined, been introduced to, been shown or been offered the Property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the Property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** - Owner understands that Broker is a Member of the Sun Valley Multiple Listing Service (MLS) and if authorized, shall submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Seller acknowledges that sales price information will be provided to the County Assessor's office, pursuant to the MLS agreement with the Assessor and Section 2.5 of the MLS Rules and Regulations. Seller understands that such information is not confidential under Idaho State law.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph (including video and/or drone if checked above) the Property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the Property, (2) to install a lockbox containing the key which gives MLS members access to the Property and any building(s) located on the Property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the Property and Owner authorizes Broker, Broker's Agents, and other authorized MLS members to enter and inspect the Property and to show it to prospective purchasers. Owner agrees that such persons going onto the Property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the Property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and holds them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the Property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over $2,000.00, the General Contractor may be required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the Property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the Property and that the undersigned Owner(s) have full power and right to sell and convey title to the Property.

Other Standard Terms – Continued

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law In Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the Property.
    The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
    The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
    The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship. SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

_____ / _____ _____ / _____
Owner's Initials & Date Owner's Initials & Date

15. **Time is of the Essence in this Agreement.**
16. **Entire Agreement/Severability** – This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect.
17. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one an the same instrument.

Other Terms and Conditions

1. Property to be marketed as an in-office exclusive until Owner/Seller advises that we are ready to go live with marketing. Seller shall endeavor to complete various items in process prior to going live (repairs, new CC&Rs, deed restriction documents, budget, etc.) Property to be co-listed with Michelle Sabina, of Windermere Real Estate/SV, LLC.
2. Owner/Seller shall commence showing potential buyers from the BCHA database concurrently with marketing. Please copy Anna on communications to database.
3. Photography to occur as soon as windows are replaced and unit is presentable. Seller to ensure that the property is ready for photos (cleaned, staged if desired, ready).
4. If Buyer elects not use their own agent, the commission shall be reduced to 4.5%, payable to Windermere Real Estate/SV, LLC.
5. List Price shall be reviewed prior to public listing on the MLS, based on review of the market. Current 15% Locals Only Price recommendation: Low: $446,250 High: $488,750

Broker's Initials _____ Date _____ Owner's Initials _____ Date _____ Owner's Initials _____ Date _____

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: Jade Riley
Physical Address: City Administrator, City of Ketchum
Mailing Address: P.O. Box 2315
City, State, Zip: Ketchum, ID 83340
Home Phone: _____ Fax: _____
Business Phone: 208.727.5084 Fax: _____
E-Mail: jriley@ketchumidaho.org

Property Owner's Signature

X_____ _____
Signature Date

Printed Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip: _____
Home Phone: _____ Fax: _____
Business Phone: _____ Fax: _____
E-Mail: _____

Broker's Signature

X_____ _____
Signature Date

Printed Name: Logan Frederickson

Agent's Name: Anna Mathieu
Brokerage: Windermere Real Estate/SV, LLC
Mailing Address: 180 N Main St Ketchum, ID 83340
City, State, Zip: 100 N Main St Hailey, ID 83333
Office Phone: (208) 788-1700 Fax: c 208 309 1329
Agent's E-mail: annamathieu@windermere.com

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City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Rian Rooney & Liz Vargas / Housing

Agenda Item: Recommendation to Authorize Housing Department to Release Ownership and Preservation Program Funds

Recommended Motion:

I move to approve 1) authorization of up to $202,500 for the Ownership and Preservation Program to purchase a Category Local restriction on a condominium unit and 2) up to $75 for a title insurance policy.

Reasons for Recommendation:

- The purchaser has been qualified for participation by the BCHA and meets the requirements of the Ownership and Preservation Program Policies.
- The unit is located in Ketchum and meets the requirements of the Ownership and Preservation Program Policies.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan.
- The Ownership and Preservation Program provides assistance to locals in accessing homeownership, a goal identified in the Housing Action Plan.

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

GOAL 1: CREATE + PRESERVE HOUSING

Ownership and Preservation Program

On January 24, 2024, the Housing Department launched the Ketchum Ownership and Preservation Pilot Program. The Ownership and Preservation Program (OPP) offers cash incentives to homeowners or homebuyers in Ketchum in exchange for recording a Category Local deed restriction on their property, limiting ownership and occupancy of the home to qualified locals in Blaine County, Idaho. OPP funds may be sought by qualifying local households who will occupy the home as their full-time, primary residence, work in Blaine County (or meet qualifying exceptions), and either (1) are existing homeowners in Ketchum or (2) are looking to purchase a home in Ketchum.

The OPP offers two Category Local deed restrictions from which applicants can choose. The first is a light deed-restriction, which does not cap appreciation. The second is an appreciation-capped deed restriction, similar to the Blaine County Housing Authority's other income category deed restrictions. The OPP offers 15% of a home's market value, up to $125,000, for a light restriction. 30% of a home's market value, up to $225,000, is available for an appreciation-capped restriction. Market value is a determined by the lesser of the purchase price or the appraised value of the home. Additional information on the program is located at projectketchum.org/own.

Funding Requested

The home is a 2-bedroom, 2-bathroom condominium in Ketchum. The home is under contract with the applicant for $675,000. The home has not yet been appraised. The buyer applied to the Ownership and Preservation Program and is qualified under the program. They have requested an appreciation-capped deed restriction. The OPP will provide 30% of the market value of the home for the deed restriction, up to $202,500 (30% of $675,000). If the home appraises for less than $675,000, the City would provide 30% of the appraised value.

Once deed-restricted, the home's base price will be the purchase price (~$675,000) less the 30% value (~$202,500) provided for the deed restriction. Appreciation will begin from the base price of ~$472,500 ensuring the public investment remains with the home long term and through a succession of future owners. The deed restriction does not impact or limit the amount of HOA assessments and dues for the unit within the HOA. However, non-luxury capital improvements – including HOA special assessments – may, with review and approval, be added to the resale value under the terms of the deed restriction,.

In addition to purchasing the deed restriction, staff recommends purchasing a title insurance policy covering the deed restriction's value, insuring the position and recording of the deed restriction on title.

Next Steps

Following confirmation of the appraisal, staff will request that a check for 30% of the market value of the unit be delivered to an escrow account at the title company for closing along with the deed restriction and associated documents. Upon confirmation of loan approval and final review, funds will be released from escrow at closing and the deed restriction and associated documents will be recorded.

Sustainability Impact:

Deed-restricted homes house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the Ownership and Preservation Program converts existing housing units in Ketchum into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

Financial Impact:

None OR Adequate funds exist in account:	Up to $202,500 in funds will be released from the Housing Department's budget and an additional $75 for a title insurance policy (deed-restriction program line item). This will effectively expend the remaining budgeted funds for this fiscal year.

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Robyn Mattison/City Engineer

Agenda Item: Recommendation to Right-of-Way Encroachment Agreement #26990 between the City of Ketchum and the owner of the property located at 109 Exhibition Blvd.

Recommended Motions:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 26990 between the City and John & Elizabeth Dietz, Trustees.

Reasons for Recommendation:

- The improvements will not impact the use or operation of Exhibition Blvd.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

Original building permit for a residential addition project did not include driveway improvements. A paver driveway was installed without city approval. This agreement protects the city in the event the encroachment requires repair, relocation or removal.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent fixture or structure encroaching into the public right-of-way. The accompanying Right-of-Way Encroachment Agreement is designed to protect the City in the event that the proposed encroachment requires repair, relocation, or removal. The standards for issuing a Right-of-Way Encroachment Permit, as outlined in Ketchum Municipal Code §12.12.060, are met by the proposed encroachments for the 109 Exhibition Blvd project.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Right-of-Way Encroachment Agreement 26990 with Exhibit “A”

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 26990

THIS AGREEMENT, made and entered into this _____day of _____, 2025, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and John & Elizabeth Dietz,Trustees (collectively referred to as "Owner") whose mailing address is PO BOX 6794 Ketchum ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property located at 109 Exibition Blvd and legally described as SUN VALLEY SUB 1ST ADD REV LOT 16 BLK 3 (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a non-heated paver driveway within the right-of-way on Exhibition Blvd. 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 street 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 a non-heated paver driveway, identified in Exhibit “A” within the public right-of-way on Exhibition Blvd 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. Any modification to the improvements identified in Exhibit “A” shall be approved by the City prior to any modifications taking place.

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 Improvements, 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. 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. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

13. 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:

By:_____
John F. Dietz, Trustee

By:_____
Elizabeth W Dietz, Trustee

Trust: _____

CITY OF KETCHUM:

By:_____
Neil Bradshaw
Its: Mayor

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

On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared John F. Dietz, 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 _____,)
) ss.
County of _____.)

On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Elizabeth W. Dietz, 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 _____

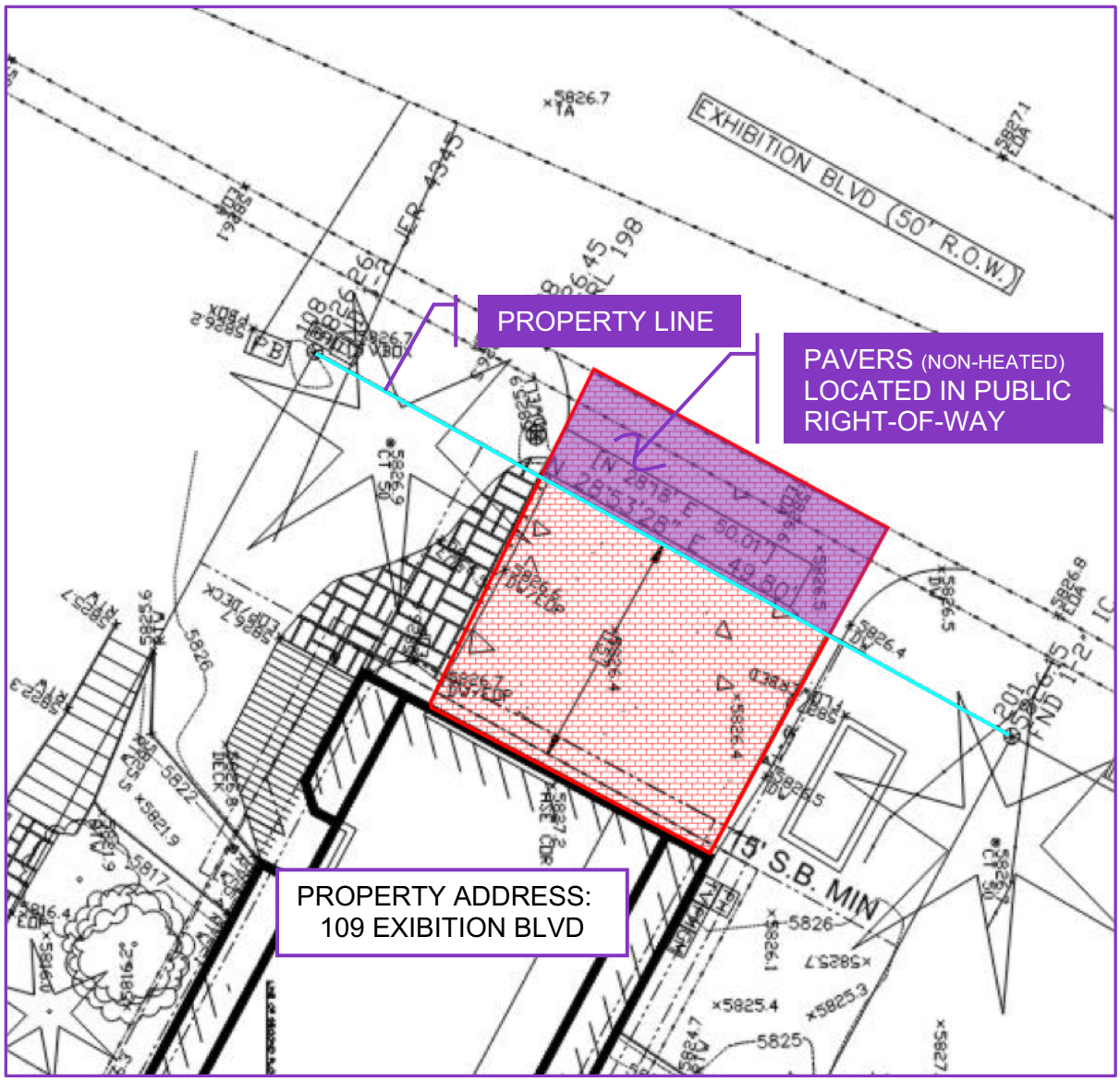
STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2025, 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”



DRAWING PROVIDED BY APPLICANT
ANNOTATED BY CITY ENGINEER ROBYN MATTISON (PURPLE TEXT BOXES) TO CLARIFY IMPROVEMENTS INCLUDED IN RIGHT-OF-WAY AGREEMENT NO. 26990

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Morgan Landers, AICP – Director of Planning and Building

Agenda Item:	Recommendation to conduct the second reading of Ordinance 1260 for the consolidation of the city's land development regulations.

Recommended Motion:

I move that Ordinance 1260 be read by number and title only and scheduled for the third reading on November 17, 2025.

Reasons for Recommendation:

- As part of the Cohesive Ketchum project, parallel with the update to the comprehensive plan, city staff and Clarion Associates have been working since January 2024 to consolidate the city's land use regulations. Intended to improve usability, eliminate redundancies and contradictions, and clarify regulations, the draft consolidates and restructures Title 17, Zoning Regulations; Title 16, Subdivision Regulations; and portions of Title 12. The draft also updates the city's development review procedures.
- The draft was informed by Code User Survey conducted in 2024 and the Code Advisory Group (CAG), a small committee of representatives from professions that interact with the city's land use regulations most frequently, including architects, landscape architects, civil engineers, and realtors.
- The consolidated regulations provide a more usable foundation for upcoming changes to the land use regulations directed by the comprehensive plan.
- The Planning and Zoning Commission (the "Commission") reviewed and discussed the proposed draft over four meetings including two public hearings. The Commission recommended approval of the draft to City Council on July 22, 2025, with some revisions as noted below and attached.

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

At the public hearing and first reading of Ordinance 1260, the City Council directed staff to make the following revisions:

- Remove 16.09.060.E.2.b.2 "Any new construction following demolition shall generally be of similar size, scale, and orientation of the original structure being demolished."
- For Administration and Procedures, the City Council provided direction to change the decision making authority to reflect the following:
  - Minor Subdivisions – staff review, PZ recommendation, City Council final decision
  - Plat Amendments – staff review, City Council final decision

Staff and the consultant have created a clean version of the consolidated land development code included as Exhibit A of Attachment 1 – Ordinance 1260. This version has implemented the requests from the council outlined above and removed all commentary and footnotes in the document in preparation for codification.

Councilmember Hamilton requested further clarification on changes to the nonconformities section of the code. Attachment 2 includes the current nonconformities section of the code for reference. The revised nonconformities section can be found on page 3 of the final draft. Changes include:

- Simplified language to be more user friendly
- Reorganized sections to group content more intuitively - by type of nonconformity rather than action being taken
- Clarified the terms “enlargements and expansions”, “alterations”, and “nonmaterial changes” to provide clarity of what is included in each
- Removal of the 10-year clause and “designed purpose” clause - these clauses are confusing to applicants, are difficult to implement due to city record keeping and age of buildings/uses, and does not encourage nonconforming uses to become conforming
- Addition of requirements for non-conforming buildings within public rights-of-way – the current regulations don’t address these situations, which do exist in the city
- Clarify restrictions around the removal and reconstruction of non-conforming portions of buildings - this clarification makes it clear to applicants what they can and can’t do
- Removal of the restriction that 50% of a building must remain unaltered – this clause is difficult to enforce and results in restrictive reuse of conforming portions of the building

NEXT STEPS:

If the second reading is approved, staff will schedule the third reading for November 17th. Staff is preparing an education and outreach plan to users of the code and feels it prudent to conduct certain outreach efforts prior to the effective date of the ordinance, therefore, Ordinance 1260 has been amended to indicate an effective date of January 1, 2026.

Sustainability Impact:

Phase 3 of the Cohesive Ketchum updates to the land development code will directly implement sustainability goals outlined in the updated comprehensive plan.

Financial Impact:

None OR Adequate funds exist in account:	None

Attachments:

1. Ordinance 1260 with publication summary
2. KMC 17.136 - Nonconformities

City of Ketchum

ATTACHMENT 1:

Ordinance 1260 with exhibits

ORDINANCE 1260

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING KETCHUM MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES TO REMOVE CERTAIN DESIGN AND CONSTRUCTION REQUIREMENTS AND USE OF RIGHTS-OF-WAY; AND TO REPEAL AND REPLACE TITLE 16 – SUBDIVISIONS AND TITLE 17 – ZONING REGULATIONS WITH NEW TITLE 16 – LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city's municipal code of ordinances currently contains requirements for the development of land in Titles 12, 16, and 17; and

WHEREAS, due to the location of information in three separate titles, the city has repeatedly received feedback from the community that the land development requirements are not user friendly, contain confusing language, and contain contradicting requirements all resulting in significant issues for the city and applicants late in the development process; and

WHEREAS, the city initiated a process to consolidate the regulations into one location within the municipal code, remove duplications and contradictions, and clearly outline the development processes; and

WHEREAS, the Planning and Zoning Commission held an informational session on April 22, 2025, and two public hearings on June 10 and July 22, 2025, to review Ordinance 1260, as prepared by staff, reflecting feedback from the community; and

WHEREAS, the Planning and Zoning Commission recommended approval of this ordinance at a regular meeting on July 22, 2025; and

WHEREAS, the City Council held two informational sessions on September 15 and October 6, 2025, and a public hearing on October 20, 2025, to review Ordinance 1260, reviewing information from staff, and recommendations from the Planning and Zoning Commission; and

WHEREAS, the City Council held the first reading of Ordinance 1260 on October 20, 2025; and

WHEREAS, The City Council held the second reading of Ordinance 1260 on _____ and the third reading of Ordinance 1260 on _____ resulting in approval of this ordinance; and

WHEREAS, the Planning and Zoning Commission hearings and City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. AMENDMENTS TO TITLE 12 - STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES. That Title 12 of the Ketchum Municipal Code be amended to delete Chapter 12.04 – Design, Construction and Repair, Chapter 12.08 – Excavations and Improvements of City Rights-of-Way and Easements, Chapter 12.12 – Temporary Use of Rights-of-Way, and Chapter 12.20 – Streetscape Standards and re-number all remaining Chapters accordingly.

SECTION 2. REPEAL AND REPLACE TITLE 16 – SUBDIVISION REGULATIONS AND TITLE 17 – ZONING REGULATIONS. That Title 16 – Subdivision Regulations and Title 17 – Zoning Regulations be repealed and replaced with Title 16 – Land Development Code as attached and incorporated as "Exhibit A" to this Ordinance.

SECTION 3. SAVINGS AND SEVERABILITY CLAUSE: It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEALER CLAUSE: All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

SECTION 5. PUBLICATION: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "B" shall be published once in the official newspaper of the City.

SECTION 6. EFFECTIVE DATE: This Ordinance shall be in full force and effect on January 1, 2026, after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL and APPROVED by the MAYOR OF KETCHUM IDAHO, on this ___ day of _____ 2025.

APPROVED:

_____
Neil Bradshaw, Mayor

ATTEST:

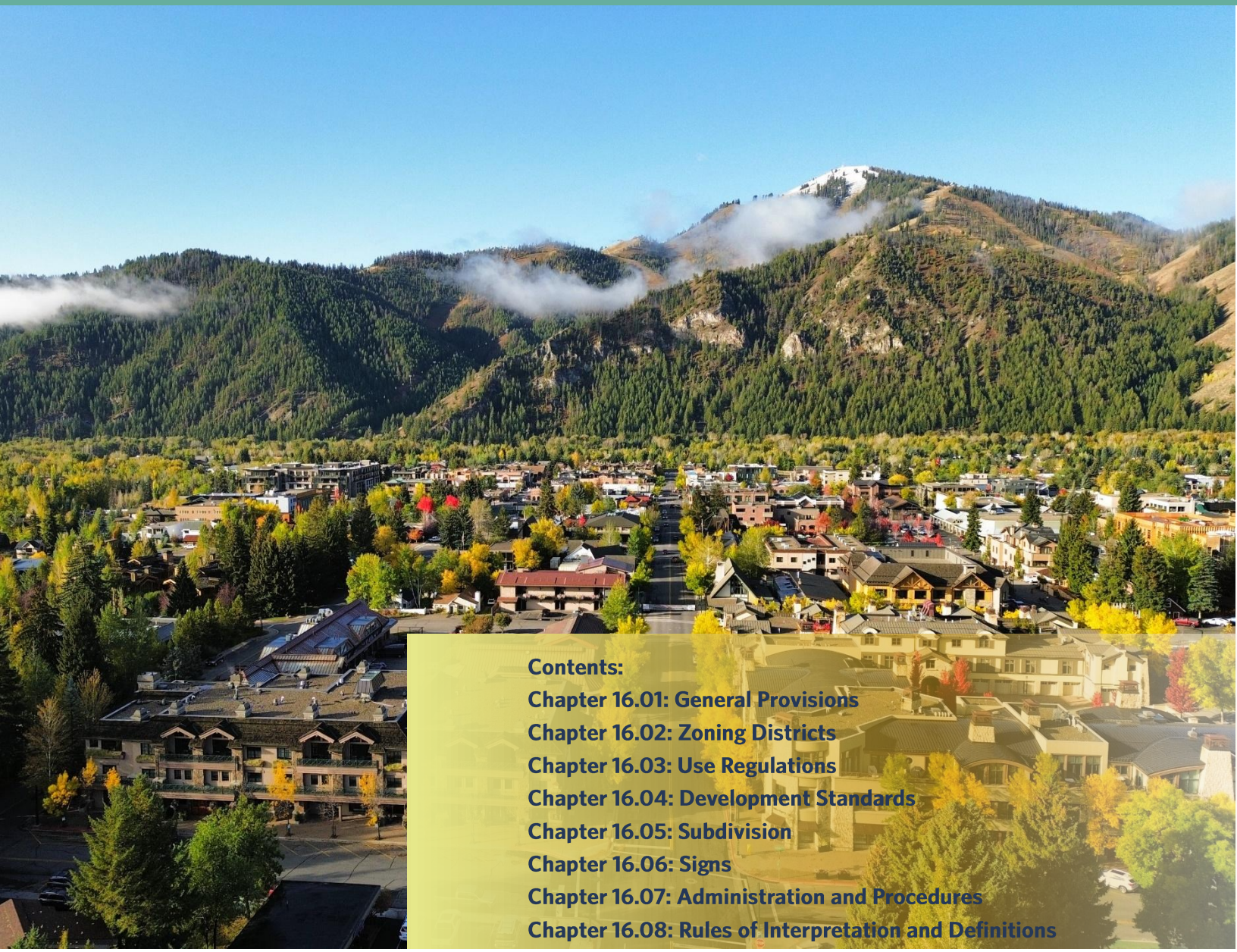
_____
Trent Donat, City Clerk

EXHIBIT A

Ketchum Land Development Code

October 2025

FINAL DRAFT



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Chapter 16.02: Zoning Districts
Chapter 16.03: Use Regulations
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Chapter 16.01 General Provisions

16.01.010. Title and Effective Date

A. This document is Title 16 of the Ketchum Municipal Code. It shall be officially known and cited as the "Ketchum Land Development Code," and is referred to internally in this document as "this Code."

B. This Code shall become effective on <>. All references in this Code to the "effective date of this Code" or to the "Effective Date" shall refer to that date unless otherwise stated.

16.01.020. Purpose

These regulations are designed for the purpose of promoting the health, safety, and general welfare of the present and future inhabitants of Ketchum, Idaho, by accomplishing, among others, the following specific purposes:

A. Implement the policies, goals, and strategies adopted by the City of Ketchum ("City");

B. Implement the Comprehensive Plan;

C. Enhance the appearance and quality of development in Ketchum;

D. Provide for a variety of housing and neighborhood types at a range of housing costs;

E. Prevent loss from natural hazards such as flooding, falling rock, landslides, snowslides, debris flow, and unstable soils;

F. Promote sustainable building design and construction practices; and

G. Provide a safe, efficient, and equitable transportation system for pedestrians, bicyclists, transit, and vehicles.

16.01.030. Authority, Applicability, and Jurisdiction

A. Authority

This Code is enacted pursuant to Idaho Code, Title 67, Chapter 65.

B. Applicability

This Code shall apply to all land, buildings, structures, and uses of land located within the City of Ketchum, unless an exemption is granted within this Code.

C. Compliance Required

Except as provided in this Code:

1. No building, structure, or land shall be used, and no building or structure or part shall be erected, constructed, reconstructed, repaired, moved or structurally altered, except in conformance with the regulations specified in this Code for the district in which it is located;
2. No yard, lot or open space be reduced in dimensions or area to an amount less than the minimum requirements set forth in this Code;
3. Uses permitted in each district shall apply to each lot in such district; and
4. No lot shall be created by subdivision or otherwise unless it complies with this Code.

D. Interpretation

In the interpretation and application of this Code, the following regulations shall govern:

1. Provisions are Minimum Requirements.

a. In their interpretation and application, the provisions of this Code shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity, and welfare. All provisions shall be liberally construed to further its underlying purposes.

b. Where appropriate for the protection of the public health, safety, convenience, or welfare, more stringent standards may be imposed for discretionary decisions by the Planning and Zoning Commission or City Council.

2. Application of Overlapping Regulations

Whenever the provisions of this Code, or a provision in this Code and any provision in any other ordinance, resolution, rule, or regulation of any kind, contain any restrictions covering the same subject matter, the more restrictive or higher standards or requirements shall govern unless otherwise noted in this Code or the Administrator determines the more restrictive standard prevents development that supports the City's adopted policies, goals, and strategies.

3. Existing Permits and Private Agreements

This Code is not intended to abrogate or annul:

a. Any permits issued before the Effective Date; or

b. Any easement, covenant, or any other private agreement.

4. Authority of City Council

The City Council has the authority and duty to interpret the provisions of this Code at the request of the Administrator or when a written Appeal from a decision of the Administrator is filed.

16.01.040. Transition from Prior Regulations

A. Development Approvals

Any development approved under regulations in effect prior to the effective date of this Code may be carried out under the terms and conditions of the approval and the development standards in effect at the time of approval, provided the approval has not expired and the development complies with any applicable standards of this Code. If the prior approval expires, is revoked, or otherwise becomes invalid, any subsequent development of the site shall be subject to the procedures and standards of this Code.

B. Pending Applications

1. A development application that has been deemed complete pursuant to §16.07.020.C.3 prior to the effective date of this Code may be decided under the regulations in effect when the application was deemed complete, or may be reviewed and decided under this Code at the

request of the applicant. Applications shall not be processed under a combination of prior regulations and this Code.

2. If a Preapplication Design Review is required and has been completed pursuant to the procedure in §16.07.030.C.1, a vested property right shall be created. The voluntary request for a Preapplication Design Review does not create a vested property right.

C. Prior Violations

If a development or activity in violation of the prior development regulations fully complies with this Code, it shall no longer be deemed a violation. Unpaid fees and/or penalties from prior enforcement of violations are still valid and shall remain the responsibility of the violator under the prior regulations

16.01.050. Nonconformities

A. Nonconforming Uses

A nonconforming use may be continued provided it meets the following standards:

1. Change of Use

A nonconforming use may be changed only to a conforming use.

2. Expansion of Use

A nonconforming use shall not be enlarged or expanded. Enlargement and expansions include any increase to floor area of the nonconforming use within an existing or new building. Any building or other structure containing a nonconforming use declared unsafe by the Building Official may be strengthened or restored to a safe condition.

3. Abandonment of Use

A lawful nonconforming use shall be deemed abandoned when the nonconforming use has been replaced by a conforming use or when the nonconforming use has ceased and has not been active for a continuous period of six months. Intent to resume active operations shall not be considered in determining abandonment.

B. Nonconforming Buildings

1. Nonconforming Due to Lack of Parking and Loading

No lawfully existing building shall be deemed to be a nonconforming building solely because of lack of off-street parking and loading spaces, provided that the area being used for off-street parking or loading shall not be further reduced in area or capacity as of the Effective Date.

2. Enlargement or Alteration

a. A nonconforming building shall not be enlarged or extended so as to increase the degree of nonconformity.

b. One-family dwellings in the Community Core District may increase their original square footage by a cumulative 20 percent as of the effective date of the ordinance subject to a Conditional Use Permit per §16.07.030.A.

c. Any additional square footage may be subject to the current requirements of the underlying zoning district at the discretion of the Administrator.

d. Removal and reconstruction of any nonconforming portions of a building is not permitted unless it is declared unsafe by the Building Official in which case it may be structurally strengthened or restored to a safe condition.

e. If a portion of a nonconforming building is located within the public right-of-way, that portion of the building shall not be expanded or altered to increase the existing encroachment. The City Engineer and Streets Department shall determine whether the portion of the nonconforming building that extends into the public right-of-way may remain or if the encroachment must be removed. If the City Engineer and Street Department determine that the portion of nonconforming building that extends into the public right-of-way may remain, the property owner shall enter into a right-of-way encroachment agreement with the City.

3. Restoration

a. A nonconforming building that has been damaged or destroyed by fire or any other calamity, may be restored to its preexisting nonconforming condition if a Building Permit for the work of restoration is obtained within two years of the date of the fire or other calamity and the work of the restoration complies with the international building and fire codes in effect at the time of the issuance of the Building Permit.

b. Nonmaterial changes to the preexisting nonconforming condition may be approved at the City's discretion. Nonmaterial changes include minor repairs and maintenance necessary to correct damage or deterioration to the structural soundness of, or the exterior or interior appearance of a nonconforming building without expanding the height or footprint of the building. If additional square footage is added, that additional square footage may be subject to the current requirements of the underlying zoning district at the discretion of the Administrator.

4. Relief for Structures on the Historic Building/Site List

Any expansion or remodel of a property on the historic building/site list is permitted to match the current setback, height, or other dimensional standard on such property at the time of application.

C. Nonconforming Lots

1. For the purpose of this section, nonconforming lots shall include:
   a. Any lot that did not comply with the minimum lot size requirements at the time the lot was subsequently annexed to the City;
   b. Any lot that was of legal area and dimensions when held in separate ownership from adjoining properties or when platted in a recorded subdivision; and
   c. Any lot that was made nonconforming by virtue of enactment of this Code.
2. A nonconforming lot may be used for construction of a building or establishment of a use allowed in the applicable zoning district, provided that all other zoning district and dimensional standards are met.

16.01.060. Enforcement and Penalties

A. General Provisions

No owner or agent of the owner shall construct, use, or occupy any building, structure, or improvement upon real property or subdivide land in violation of this Code. The landowner, tenant, subdivider, builder, or any other person who commits, allows, participates in, assists in, or maintains such violation shall be found guilty of such a violation. The provisions of this Code shall be enforced in the following manner:

1. A violation of this Code shall be a misdemeanor, punishable by a fine not to exceed $300.00, or imprisonment in the Blaine County Jail for a period not to exceed six months, or both. Each day that such a violation continues shall constitute a separate criminal offense.
2. Appropriate actions and proceedings may be taken at law or in equity to prevent any violation of these regulations, to prevent or rectify illegal subdivisions, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure or premises, and these remedies shall be in addition to the penalties described above.
3. No Building Permit or other land use development approval shall be issued for the construction of any building, structure, or improvement in violation of this Code. The issuance or granting of a permit or approval shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance, rule, or regulation of the City. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid.

B. Investigations

It shall be the duty of the Administrator, Building Official, or City Engineer or their respective designee(s) to investigate compliance with these regulations and to bring any violations of this Code to the attention of the City Council and the City Attorney.

C. Inspection

The Administrator, Building Official, or City Engineer is empowered to cause any building, other structure, or tract of land to be inspected and examined, and to order in writing the remedying of any condition found to exist therein or threat in violation of any provisions of this Code. After any such order has been served, no work shall proceed on any building, other structure or tract of land covered by such order, except to correct or comply with such order.

D. Remedies

The City may utilize any enforcement remedies available in compliance with state law in order to gain compliance with the standards of this Code. Remedies include, but are not limited to: stop-work orders; deny, withhold or revoke permits; ordering repair, removal, replacement, or alteration; fees/fines; or ordering discontinuance of any activity or those features or uses found to be out of compliance with this Code. The City Attorney, acting on behalf of the City Council, may maintain an action for damages to collect the amount of money found necessary to restore any violation.

E. Criminal Liability

A person shall be guilty of a misdemeanor in any case where all the following are true:

1. Any violation of any of the provisions of this Code exists in any building or any other structure or on a tract of land;
2. An order to remove any such violation has been served upon the owner, general agent, lessee, or tenant of the building, other structure, or tract of land (or any part of the building, structure, or tract of land), or upon the architect, builder, contractor, or any other person who commits or assists in any such violation; and
3. Such person shall fail to comply with such order within ten days after service.

F. Liability for Damages

This Code shall not be construed to hold the City responsible for any damage to persons or property by reason of the inspection or reinspection authorized in this section or failure to inspect or reinspect or by reason of issuing a Building Permit or other land development permit.

16.01.070. Severability

It is declared to be the legislative intent that the provisions of this Code shall be severable, pursuant to the provisions set forth below:

A. If any provision of this Code is declared invalid by a decision of any court of competent jurisdiction:
   1. The effect of such decision shall be limited to the provision or provisions that are expressly stated in the decision to be invalid; and
   2. Such decision shall not affect, impair, or nullify this Code as a whole or any other part, but the rest of this Code shall continue in full force and effect.

B. If the application of any provision of this Code to any lot, building, other structure, or tract of land is declared invalid by a decision of any court of competent jurisdiction:
   1. The effect upon such decision shall be limited to that lot, building, other structure, or tract of land immediately involved in the controversy, action, or proceedings in which the judgment or decree of invalidity was rendered; and
   2. Such decision shall not affect, impair, or nullify this Code as a whole or the application of any provision to any lot, building, other structure, or tract of land.

Chapter 16.02 Zoning Districts

16.02.010. Established Zoning Districts

The City of Ketchum, Idaho, is divided into the zoning districts and overlay districts shown in the table below. Overlay districts are established by an amendment to the Official Zoning Map (see §§16.07.070.C, *Zoning Map Amendment (Rezoning).* They are superimposed over one or more underlying base zoning districts. If the standards for an overlay district expressly conflict with those for an underlying base zoning district, planned development district, or another overlay district, the more restrictive standards shall apply.

Table 16-1: Established Zoning Districts

Residential Districts		
	LR	Limited Residential District
	LR-1	Limited Residential - One Acre District
	LR-2	Limited Residential - Two Acre District
	GR-L	General Residential - Low-Density District
	GR-H	General Residential – High-Density District
	STO-0.4	Short Term Occupancy - 0.4 Acre District
	STO-1	Short Term Occupancy - One Acre District
	STO-H	Short Term Occupancy – High-Density District
Commercial and Mixed-Use Districts		
	T	Tourist District
	T-3000	Tourist - 3000 District
	T-4000	Tourist - 4000 District
	CC	Community Core District (Retail Core/CC-1 and Mixed Use/CC-2)
	LI-1	Light Industrial District Number 1
	LI-2	Light Industrial District Number 2
	LI-3	Light Industrial District Number 3
Other Districts		
	RU	Recreation Use District
	AF	Agricultural and Forestry District
Overlay Districts		
	FP	Floodplain Management Overlay District
	A	Avalanche Overlay District
	WSBA	Warm Springs Base Area Overlay District
	WSBA-1	Warm Springs Base Area Overlay District-1
	MO	Mountain Overlay District

16.02.020. Residential Districts

A. LR: Limited Residential District

1. Purpose

The purpose of the LR district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	9,000 sf
	Minimum Lot Width	80 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		25 ft/ 32 ft [2]
From Warm Springs Road ROW		30 ft
From 200 ft Former Railroad ROW		3 ft

	Height	
E	Maximum Building Height	35 ft[1]
	Lot Coverage	
	Maximum Building Coverage	35%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar or wind systems may extend an additional two feet beyond the maximum height.
[2] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet. Where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

B. LR-1: Limited Residential - One Acre District

1. Purpose

The purpose of the LR-1 district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	1 acre
	Minimum Lot Width	100 ft avg
	Setbacks (Minimum) [2]	
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
	From Highway 75 ROW	80 ft
	From Warm Springs Road ROW	30 ft

	Height	
E	Maximum Building Height	35 ft [1]
	Lot Coverage	
	Maximum Building Coverage	25%

Other Standards	*Section*
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] See §16.03.040.A for accessory building dimensional standards.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

C. LR-2: Limited Residential - Two Acre District

1. Purpose

The purpose of the LR-2 district is to identify and preserve residential neighborhoods, to prevent overcrowding of land, to preserve natural features, and to encourage the development of low-density areas suited for single-family residential purposes.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	2 acres
	Minimum Lot Width	100 ft avg
Setbacks (Minimum) [2]		
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft [3]
From Warm Springs Road ROW		30 ft

Height		
E	Maximum Building Height	35 ft[1]
Lot Coverage		
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height
[2] See §16.03.040.A for accessory building dimensional standards.
[3] 100-foot setback from Highway 75 is required for lots platted prior to 1979.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

D. GR-L: General Residential – Low-Density District

1. Purpose

The purpose of the GR-L district is to provide areas where low- and medium-density uses can be properly developed in proximity to each other while still maintaining neighborhood amenities and favorable aesthetic surroundings. The intent of the district is to permit a reasonable amount of flexibility in both land use and development in residential areas.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft [3]
D	Rear	15 ft [3]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft

	Height	
E	Maximum Building Height	35 ft [2]
	Lot Coverage	
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Minimum setbacks along Highway 75: Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
[2] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[3] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[47]

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

E. GR-H: General Residential – High-Density District

1. Purpose

The purpose of the GR-H district is to accommodate the need for higher-density residential land use alternatives within a district generally limited to residential uses, while still preserving neighborhood amenities and favorable aesthetic surroundings. Dimensional requirements are designed to complement and enhance neighborhoods and to encourage articulation and quality design in new buildings.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft. One- family dwellings must maintain at least 10 ft[4]
D	Rear	The greater of 1' for every 3' in building height, or 15 ft [4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft
	From 200 ft Former Railroad ROW	5 ft, 3 ft required for one-/two- family dwelling units

Height		
E	Maximum Building Height	35 ft [2] [3]
Lot Coverage		
	Maximum Building Coverage	25%
	Minimum Open Site Area	35%[5]

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.

[2] For a building with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.

[3] Roof-mounted solar systems may extend an additional two feet beyond the maximum height allowance.

[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[48]

[6] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

F. STO-.4: Short-Term Occupancy - 0.4 Acre District

1. Purpose

The purpose of the STO-0.4 district is to identify and preserve recreation-oriented neighborhoods, to prevent overcrowding of land, and to encourage the development of moderately low-density areas suited for single-family structures, with the alternative of limited short-term occupancy use.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	0.4 acres
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft
From Warm Springs Road ROW		30 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

G. STO-1: Short Term Occupancy - One Acre District

1. Purpose

The purpose of the STO-1 district is to identify and preserve recreation-oriented neighborhoods, to prevent overcrowding of land, and to encourage the development of low density areas suited for single-family structures with the alternative for limited short-term occupancy use.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	1 acre
	Minimum Lot Width	100 ft avg
	Setbacks (Minimum)	
B	Front	15 ft
C	Side	The greater of 1 ft for every 2 ft in building height, or a minimum of 10 ft
D	Rear	20 ft
From Highway 75 ROW		400 ft
From Warm Springs Road ROW		30 ft

	Height	
E	Maximum Building Height	35 ft [1]
	Lot Coverage	
	Maximum Building Coverage	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering & Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

H. STO-H: Short-Term Occupancy – High-Density District

1. Purpose

The purpose of the STO-H district is to accommodate the need for higher-density limited short-term occupancy land use adjacent to recreation facilities while still preserving neighborhood amenities and favorable aesthetic surroundings.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	9,000 sf (minimum of 3,000 sf per unit)
	Minimum Lot Width	100 ft avg
Minimum Setback		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft [2]
D	Rear	15 ft []
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	400 ft
	From Warm Springs Road ROW	30 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Maximum Building Coverage	35% building coverage, and 75% covered by buildings, parking areas and accessory buildings

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[49]

16.02.030. Mixed-Use Districts

A. T: Tourist District

1. Purpose

The purpose of the T district is to provide the opportunity for high-density residential and tourist use, land ownership, and development including certain restricted business and personal service establishments in conjunction with such uses, that can be justified on the basis of the principal use within the district. Tourist district classifications are intended to be carefully placed in the neighborhood structure to assure the closest possible compatibility with the surrounding uses and development. Dimensional requirements are designed to complement and enhance the neighborhoods in this zone, and to encourage articulation and quality design in new buildings. The T district contains several distinct areas, including the Entrance Corridor, Second Avenue, River Run, Warm Springs Base Area, and Saddle Road.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or a minimum of 5 ft. One- family dwellings must maintain at least 10 ft[4]
D	Rear	The greater of 1 ft for every 3 ft in building height, or 10 ft. At least 15 ft for one-family dwellings [4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Highway 75 ROW	25/32 ft [1]
	From Warm Springs Road ROW	30 ft
	From 200 ft Former Railroad ROW	5 ft, 3 ft required for one-/two- family dwelling units

Height		
E	Maximum Building Height	35 ft [2] [3]
Lot Coverage		
	Maximum FAR	See §16.02.070.A
	Minimum Open Site Area	35%[5]

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Where the street width is 80 feet, all buildings shall be set back a minimum of 25 feet, and where the street width is 66 feet, all buildings shall be set back a minimum of 32 feet.
[2] For a building with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
[3] Roof-mounted solar systems may extend an additional two feet beyond the maximum height allowance.
[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[5] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

B. T-3000: Tourist-3000 District

1. Purpose

The purpose of the T-3000 district is to provide the opportunity for short-term tourist accommodations with limited tourist support services subordinate to and in conjunction with tourist housing. Dimensional requirements are designed to complement and enhance neighborhoods and to encourage articulation and quality design in new buildings.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	8,000 sf
	Minimum Lot Width	80 ft avg
Setbacks (Minimum)		
B	Front	15 ft
C	Side	The greater of 1 ft for every 3 ft in building height, or 5 ft. One-family dwellings shall maintain at least 10 ft [4]
D	Rear	The greater of 1 ft for every 3 ft in building height, or 10 ft. At least 15 ft for one-family dwellings[4]
	Lot Lines Created by Townhouse Sublots	0 ft
	From Warm Springs Road ROW	30 ft

Height		
E	Maximum Building Height	35 ft [1] [2]
Lot Coverage		
	Maximum FAR	See §16.02.070.A
	Minimum Open Site Area	35% [3]

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] For a building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.

[2] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.

[3] A maximum of five percent open site area may be used for private decks or patios and walkways subject to Design Review approval.

[4] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.[51]

D. CC: Community Core District

1. Purpose

The purpose of the CC district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment that includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character, and to encourage buildings that respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses, including retail, office, residential, and cultural uses are encouraged. Commercial uses are concentrated in the CC district, which is consistent with the Comprehensive Plan and the Downtown Master Plan.

2. Lot and Building Standards – Subdistrict 1 Retail Core

Lot Standards			
A	Minimum Lot Size	5,500 sf	
	Minimum Lot Width	55 ft average	
Setbacks (Minimum)			
B	Front and street side		0 ft
	Adjacent to alleyways		3 ft
C	Rear side not adjacent to an alleyway		0 ft
D	Interior Side[1]		
	Cantilevered decks and overhangs		
	Setback for 5th floors		20 ft from street sides and frontage and 10 ft on all other sides
	Setback for 4th floors (except for community housing projects[2])		10 ft

	Non-habitable structures, permanently affixed deck amenities, solar panels visible above roof ridge or parapet, and mechanical equipment and screening affixed to a roof from all building facades at the top floor for all projects (except for community housing projects[2])	
	Perimeter walls enclosing roof decks	0 ft provided the perimeter wall is 75% transparent and does not exceed 4 ft in height
	Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for community housing projects[2]	An average 10 feet setback from the ground floor building facade
Lot Coverage		
	Maximum FAR	See §16.02.070.A
Height (Maximum)		
E	Building Height	42 ft, unless otherwise allowed in this Code
	Cantilevered decks and overhangs	8 ft above grade and/or walking surface
	Height of buildings for community housing projects[2]	52 ft
	Hotels[3]	68 ft
	Non-habitable structures located on building rooftops	10 ft above roof ridge or parapet
	Perimeter walls enclosing roof top deck and structures	4 ft above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
	Roof top solar and mechanical equipment and associated screening above roof surface	5 ft

Other Standards	**Section**
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] All side lot lines shall run perpendicular to the alley and/or avenue.
[2] A project in the Community Core Subdistrict 1 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
[3] See §16.03.030.C.4.

3. Lot and Building Standards – Subdistrict 2 Mixed Use

Lot Standards		
A	Minimum Lot Size	5,500 sf
	Minimum Lot Width	55 ft average
Setbacks (Minimum)		
B	Front and street side	5 ft average[1]
	Adjacent to alleyways	3 ft
C	Rear side not adjacent to an alleyway	0 ft
D	Interior Side[2]	
	Cantilevered decks and overhangs	
	Setback for 5th floors	20 ft from street sides and frontage and 10 ft on all other sides
	Setback for 4th floors (except for community housing projects[3])	10 ft
	Non-habitable structures, permanently affixed deck amenities, solar panels visible above roof ridge or parapet, and mechanical equipment and screening affixed to a roof from all building facades at the top floor for all projects (except for community housing projects[3])	
	Perimeter walls enclosing roof decks	0 ft provided the perimeter wall is 75% transparent and does not exceed 5 ft in height
	Setback for 4th floor habitable and uninhabitable portions of the building, fixed amenities, solar and mechanical equipment for community housing projects[3]	An average 10 feet setback from the ground floor building facade
Lot Coverage		
	Maximum FAR	See §16.02.070.A
Height (Maximum)		
E	Building Height	42 ft, unless otherwise allowed in this Code
	Cantilevered decks and overhangs	8 ft above grade and/or walking surface
	Height of buildings devoted 100% towards community housing [3]	52 ft
	Hotels[4]	68 ft
	Non-habitable structures located on building rooftops	10 ft above roof ridge or parapet
	Perimeter walls enclosing roof top deck and structures	4 ft above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
	Roof top solar and mechanical equipment above roof surface	5 ft
Other Standards		**Section**

Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] The average shall be calculated individually at all floors and shall be measured from edge of building façade to edge of building façade. For corner lots, areas cannot be counted on both sides.
[2] All side lot lines shall run perpendicular to the alley and/or avenue.
[3]A project in the Community Core Subdistrict 2 that provides 100 percent community housing above the first floor and complies with the ground floor street frontage uses of the subdistrict, shall be considered a 100 percent community housing project.
[4]See §16.03.030.C.4.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

E. LI-1: Light Industrial District Number 1

1. Purpose

The LI-1 district is established as a transition area between the Community Core and the LI-2 district. The LI-1 district provides suitable locations and environs for: 1) limited business and personal services; 2) small light manufacturing; 3) research and development; 4) offices related to building, maintenance, and construction; 5) limited retail; and 6) multiple-family dwellings, constructed to be accessory and subordinate to the principal light industrial purpose of the LI-1. Traffic to the LI-1 district is intended to be generated primarily by uses related to the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in an LI district.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		
E	Building Height	35 ft
	Building height with qualifying ground floor: [2]	
	2 story	35 ft
	3 story	40 ft
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof surface height

	Perimeter walls enclosing rooftop deck	4 ft above roof surface height Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[2] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

F. LI-2: Light Industrial District Number 2

1. Purpose

The LI-2 is the City's primary light industrial area and is established to provide suitable land for uses that are not appropriate in other commercial zones due to their light industrial nature, but that provide an essential or unique service to support the local economy and permanent year-round employment base. Uses include: 1) light manufacturing; 2) wholesale trade and distribution; 3) research and development; 4) service industries; 5) limited bulk retail and; 6) offices related to building, maintenance, and construction. A secondary purpose of the LI-2 is to provide multiple-family dwellings, constructed to be accessory and subordinate to the principal light industrial purpose of the LI-2. Uses in the LI-2 are intended to generate traffic primarily from the industrial trades and secondarily by other permitted uses that, due to the natures of the uses, are not reliant on pedestrian traffic or high visibility, and/or are not permitted in other zoning districts, and/or are characterized by sale, rental, or service of large, bulky equipment or materials, necessitating location of such use in an LI district.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
	Side setbacks for 4th and/or 5th story in 48 ft or 58 ft Overlay	10 ft
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	State Highway 75 - setback from property line adjacent to State Highway 75 right-of-way for properties within the 48 ft or 58 ft Overlay District:	
	Below an elevation of 5,850 ft or the grade of State Highway 75 pavement adjacent to the property, whichever is greater	0 ft
	Portion of building above highway grade up to 40 ft in height	35 ft
	Fourth and fifth stories	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		

E	Building Height	35 ft
	Building height with qualifying ground floor: [2]	
	2 story	35 ft
	3 story	40 ft
	4 story[3]	48 ft [3] [4]
	5 story[3]	58 ft [3] [5]
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof surface height
	Perimeter walls enclosing rooftop deck	4 ft above roof surface height. Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:

[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.

[2] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.

[3] Four and five-story buildings are permitted only within the Light Industrial 48 feet height and 58 feet height Overlay District.

[4] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 53 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[5] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 63 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

H. LI-3: Light Industrial District Number 3

1. Purpose

The LI-3 district is established as a transition area between the LI-2 district and the LR and GR-L districts. The LI-3 district provides suitable locations and environs for a permanent year-round employment base comprised of: 1) research and development; 2) wholesale trade and distribution; 3) technology industries; and 4) offices related to building, maintenance and construction uses; and 5) deed restricted and market rate multi-family dwellings located within mixed-use buildings. Uses in the LI-3 are intended to generate traffic primarily from the employers and employees of permitted uses and secondarily from deed restricted and market rate housing units.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Size	8,000 sf
	Minimum Lot Width	80 ft
Setbacks (Minimum)		
B	Front	20 ft
C	Side	0 ft [1] for internal side yards, and except for non-enclosed public use structures, a minimum of 10 ft for street side yards
	Side setbacks for 4th and/or 5th story in 48 ft or 58 ft Overlay	10 ft
D	Rear	0 ft [1]
	Cantilevered decks and overhangs	0 ft
	Warm Springs Road/10th Street/Lewis Street - setback for fourth or fifth floors, if permitted, from property line(s) adjacent to Warm Springs Road, 10th Street, and Lewis Street	60 ft
	State Highway 75 - setback from property line adjacent to State Highway 75 right-of-way for properties within the 48 ft or 58 ft Overlay District:	
	Below an elevation of 5,850 ft or the grade of State Highway 75 pavement adjacent to the property, whichever is greater	0 ft
	Portion of building above highway grade up to 40 ft in height	35 ft
	Fourth and fifth stories	60 ft
	Setback from all facades for non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof	10 ft
Lot Coverage		
	Maximum Building Coverage	75%
Height (Maximum)		
E	Building Height	35 ft[2]
	Building height with qualifying ground floor: [3]	
	2 story	35 ft[2]
	3 story	40 ft
	4 story[4]	48 ft [4] [5]
	5 story[4]	58 ft [4] [6]
	Non-habitable structures located on building rooftops	6 ft above roof surface height
	Parapets and rooftop walls screening/enclosing mechanical equipment	4 ft above roof

		surface height
	Perimeter walls enclosing rooftop deck	4 ft above roof surface height. Perimeter rooftop walls enclosing rooftop decks are required to be at least 75% transparent
	Roof top solar and mechanical equipment above roof surface	5 ft above roof surface height

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] If the lot abuts a district with a larger minimum setback requirement on the side or rear, the larger setback shall apply.
[2] Buildings with a minimum roof pitch of 4:12 may be 40 feet in height.
[3] In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor (where the start of the second story is 18 feet or more above the level of the finished floor) are permitted a higher overall height subject to this section.
[4] Four and five-story buildings are permitted only within the Light Industrial 48 feet height and 58 feet height Overlay District.
[5] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 53 feet in height subject to Design Review approval by the Planning and Zoning Commission.
[6] Portions of buildings with roofs that have a minimum roof pitch of 4:12 may be 63 feet in height subject to Design Review approval by the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

16.02.040. Other Districts

A. RU: Recreation Use District

1. Purpose

The purpose of the RU district is to protect and enhance vital natural resources; to provide a buffer between incompatible land uses; to ensure that land intended for recreation use is developed in such a manner to serve its intended use while not exerting disruptive influences on adjacent land uses; to guide recreational development; to ensure adequate standards for development and preservation of such uses; and to promote the general health, safety, and welfare of the inhabitants of the City.

2. Lot and Building Standards

Lot Standards		
A	Minimum Lot Area	9,000 sf
Setbacks (Minimum		
B	Front	30 ft [2]
C	Side	15 ft [2]
D	Rear	15 ft [2]
	Lot Lines Created by Townhouse Sublots	0 ft

Height		
E	Maximum Building Height	35 ft [1]
Lot Coverage		
	Minimum Open Space	25%
Oher Standards		**Section**
Overlay Districts		16.02.060
Measurements and Exceptions		16.02.070
Table of Permitted Uses		Table 16-7
Accessory Buildings and Uses		16.03.040.A
Off-Street Parking		Table 16-13
Landscaping, Buffering, and Screening		16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] The placement of all structures for conditional uses shall be subject to approval of the Planning and Zoning Commission.

[District graphics will be prepared in later phases of the code update following review and refinement of the districts.]

C. AF: Agricultural and Forestry District

1. Purpose

The purpose of the AF district is to permit zoning of substantially undeveloped areas of agriculture, ranching and forestry uses where low density activities and development are encouraged and lands are protected for the pursuit of such activities against inconsistent uses.

2. Lot and Building Standards

	Lot Standards	
A	Minimum Lot Area	10 acres
	Setbacks (Minimum) [2]	
B	Front	25 ft
C	Side	25 ft
D	Rear	25 ft
	Height	
E	Maximum Building Height	35 ft [1]

Lot Coverage	
Minimum Open Space	25%

Other Standards	Section
Overlay Districts	16.02.060
Measurements and Exceptions	16.02.070
Table of Permitted Uses	Table 16-7
Accessory Buildings and Uses	16.03.040.A
Off-Street Parking	Table 16-13
Landscaping, Buffering, and Screening	16.04.060

Notes:
[1] Roof-mounted solar systems may extend an additional two feet beyond the maximum height.
[2] See §16.03.040.A for accessory building dimensional standards.

16.02.050. Planned Unit Development (PUD)

A. Purpose

The purpose of this section is to encourage the total planning of developments and to:

1. Protect and promote the public health, safety, and welfare;
2. Secure the most appropriate use of lands, to encourage flexibility and creativity in the development of land to improve the design, character, and quality of new development, and to provide open site area;
3. Preserve the scenic and aesthetic qualities of lands;
4. Protect property rights and enhance property values;
5. Ensure that adequate public facilities and services are provided;
6. Ensure that the local economy is protected and enhanced;
7. Encourage and promote the development of affordable housing;
8. Ensure that the important environmental features are protected and enhanced, including fish, wildlife, and recreation resources;
9. Avoid undue concentration of population and overcrowding of land;
10. Ensure that the development on land is commensurate with the physical characteristics of the land;
11. Protect life and property in areas subject to natural hazards;
12. Avoid undue water and air pollution; and
13. Protect the quality of life offered by the City and surrounding resources enjoyed by residents and visitors alike.

In the event of conflict between this section and any other ordinance of the City, §16.02.050 shall control.

B. Applicable Regulations

Any person wishing to develop a PUD shall comply with the requirements of this section in addition to the zoning, subdivision, and other applicable laws, ordinances, regulations, and rules, subject to any modification or exception granted as part of the PUD Conditional Use Permit (CUP). In their interpretation and application, the provisions of this section shall be considered minimum requirements.

C. Planned Unit Development Conditional Use Permit Required

Any person wishing to develop a PUD shall obtain a PUD CUP, as provided in §16.07.030.B, prior to any construction, subdivision, sale, or offering for sale of any units, structures, or land within the proposed development. A PUD shall be a conditional use within all zoning districts within the city permitted only upon issuance of a PUD CUP pursuant to this section and §16.07.030.B.

D. Standards

1. The standards in this section shall apply to review of all PUD CUP applications. The standards shall be used to review and evaluate the proposal in comparison to the manner of development and effects of permitted uses and standard development allowed on the

property in question. Modification or exception from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations, and/or additional development standards, pursuant to §16.07.030.B.3.d(3) as the City Council may prescribe to mitigate adverse impact at the proposed PUD, or to further the land use policies of the City, or to ensure that the benefits derived from the development justify a departure from such regulations. Where the City Council determines that conditions cannot be devised to achieve the objectives, and/or the standards contained in this Code are not met, applications for PUD CUPs shall be denied.

2. The minimum lot size for development is three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. Exception or deferral of the minimum lot size or contiguity requirements may be granted for developments that:
    a. Include a minimum of 30 percent of community or employee housing, as defined in §16.08.020;
    b. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Governing Housing Authority and/or the City Council; and
    c. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard, description of the proposed community or employee housing, and the proposed guarantee for the use, rental cost, or resale cost.
    d. For a hotel that meets the definition of "hotel" in §16.08.020, and conforms to all other requirements of the CC district (§16.02.030.D) or the T district (§16.02.030.A.): Exceptions from the provisions of the CC or the T district may be granted for hotel uses only as outlined in §16.02.070.A.
3. Densities and uses may be transferred between zoning districts within a PUD as permitted under this section, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Exception or deferral of the maximum density to allow additional density above the aggregate overall allowable density may be granted for developments that construct community or employee housing and that:
    a. Include a minimum of 30 percent of community or employee housing, as defined in §16.08.020; and
    b. Guarantee the use, rental prices or maximum resale prices of units based upon a method proposed by the applicant and approved by the Governing Housing Authority and/or the City Council.
    c. Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard, a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.
4. Substantial buffer planting strips or other barriers shall be provided where no natural buffers exist.

5. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.
6. Adequate open site area shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open site area in a configuration usable and convenient to the residents of the development. The amount of open site area provided shall be greater than what would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed development. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.
7. Location of buildings, parking areas and common areas shall maximize privacy within the development, relationship to adjacent properties and protect solar access to adjacent properties.
8. Adequate recreational facilities and/or daycare shall be provided. Exception or deferral of the requirement to provide adequate on-site recreational facilities may be granted if it is found that the development is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the City for development of additional active park facilities. Application for exception or deferral of this criteria shall include a description of how the development proposes to achieve the standard. On-site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.

16.02.060. Overlay Districts

A. FP: Floodplain Overlay District

1. Flood Damage Prevention

a. Purpose

(1) It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(A) Protect human life, health, safety, property, and welfare;

(B) Minimize expenditure of public money for costly flood control projects;

(C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) Minimize prolonged business interruptions;

(E) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

(F) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood damaged areas;

(G) Ensure that potential buyers and leaseholders are notified that property is in an area of special flood hazard or riparian zone, where the regulations of this section apply;

(H) Ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions.

(I) Ensure potential buyers of property in an area of special flood hazard are notified.

(J) Allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;

(K) Regulate uses in the floodplain and riparian zone for the purpose of preserving, protecting, and enhancing the abundance and diversity of fish, wildlife, and riparian resources;

(L) Protect, preserve and enhance the waterways and floodplains as a recreation resource;

(M) Provide a formal procedure for stream alteration permit applications;

(N) Restrict or prohibit uses that are injurious to health, safety, or property in times of flood, that result in environmental damage, or that cause increased flood heights or velocities; and

(O) Guide development and City review of development in the floodplain and adjacent to waterways in order to establish the most appropriate building envelopes for lots existing and in new subdivisions.

(2) In order to accomplish its purposes, this section includes methods and provisions for:

(A) Restricting or prohibiting development that is dangerous to health, safety, and property due to water or erosion hazards, or that result in damaging increases in erosion, flood heights, or velocities;

(B) Requiring that uses necessary for general health, safety, and welfare of citizens, including facilities that serve such uses, be protected against flood damage at the time of initial construction, at time of substantial improvement, and throughout their intended life span;

(C) Preserving and restoring natural floodplains, stream channels, and natural protective barriers that carry and store flood waters;

(D) Controlling, filling, grading, dredging, and other development that may increase flood damage or erosion; and

(E) Preventing or regulating the construction of flood barriers that may unnaturally divert floodwaters, or that may increase flood hazards to any other properties.

b. Statutory Authority

The Legislature of the State of Idaho, pursuant to Idaho Code sections 46-1020, 46-1023, and 46-1024, authorizes local governments to adopt floodplain management ordinances that identify floodplains and minimum floodplain development standards to

minimize flood hazards and protect human life, health, and property. Therefore, the City Council does hereby ordain as follows:

(1) The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard that increase flood heights and velocities and by development that is inadequately floodproofed, elevated, anchored, or otherwise protected from flood damage.

(3) The Big Wood River, its tributaries, and their associated floodplains in Ketchum are important to the well-being of our citizens as they provide recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water, as well as other economic and lifestyle values.

c. Establishment of the Floodplain Overlay District

(1) The Floodplain Overlay district is hereby established. In addition to the regulations contained in the underlying zoning district, the regulations of this district apply to all lands within the jurisdiction of the City that lie within the special flood hazard area (SFHA) boundaries as determined by the graphic representation shown on the flood insurance rate map (FIRM) and by the elevations of the base flood contained in the flood insurance study (FIS).

(2) The floodplain areas are divided into two subdistricts: the floodway subdistrict and the floodplain subdistrict.

(3) The studies listed below are hereby adopted as the primary sources of flood hazard analysis:

(A) "Flood insurance study (FIS) for Blaine County, Idaho and Incorporated Areas", Flood Insurance Study 16013CV001A and 16013CV002A, dated November 26, 2010, and any subsequent amendments;

(B) Digital flood insurance rate maps (DFIRMs) for Blaine County, Idaho, and incorporated areas: Map Number 16013CIND0A; Map Number 16013C0433E, Community Panel Number 0433E; Map Number 16013C0434E, Community Panel Number 0434E; Map Number 16013C0441E, Community Panel Number 0441E; Map Number 16013C0442E, Community Panel Number 0442E; Map Number 16013C0453E, Community Panel Number 0453E; Map Number 16013C0461E, Community Panel Number 0461E, and any subsequent amendments;

(C) Other flood hazard studies, as may be adopted by the City; and

(D) Other flood hazard analysis sources as determined by the City Engineer, Floodplain Manager, or other expert hired by the City.

d. Rules for Interpretation of District Boundaries

The Floodplain Overlay district boundaries are represented on the Ketchum zoning map of the City.

(1) All land within the external boundary of the special flood hazard area (SFHA) and all parcels affected by the SFHA shall be considered to be within the Floodplain Overlay district.

(2) All land areas within the external boundary of the SFHA shall be considered to be within the floodplain subdistrict of the Floodplain Overlay district. The City may make necessary interpretations of the boundary based upon the recommendation of the City Engineer or other expert.

(3) All land areas within the external boundary of the regulatory floodway shall be considered to be within the floodway subdistrict of the Floodplain Overlay district. The City may make necessary interpretations of the boundary based upon the recommendation of the City Engineer or other expert.

e. Basis for Establishing the Areas of Special Flood Hazard and Floodway

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas" with accompanying digital flood insurance rate maps (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land that has been or will be annexed into the city limits of Ketchum, Idaho, since the adoption of the study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this section. The FIS and FIRM are on file at the office of the City Clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.

f. Uses Permitted and Prohibited in the Floodplain Overlay District and the Riparian Setback Area

Due to the potential hazard to individuals as well as public health, safety, and welfare, uses allowed in the Floodplain Overlay district and the Riparian Setback Area are those that are permitted, conditional, and accessory as contained in the underlying zoning district. Due to the sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health and, due to the extremely hazardous nature of the floodway due to velocity of floodwaters carrying debris, potential projectiles and erosion potential, the following provisions apply, in addition to all others:

(1) Encroachments in the floodway are subject to the standards of §16.02.060.A.1.j, *Standards for Floodways*.

(2) No use of restricted use chemicals or soil sterilants will be allowed within 100 feet of the mean high-water mark on any property within the city limits at any time.

(3) No use of pesticides, herbicides, or fertilizers will be allowed within 25 feet of the mean high-water mark on any property within the city limits unless approved by the City arborist.

(4) All applications of herbicides and/or pesticides within 100 feet of the mean high water mark, but not within 25 feet of the mean high water mark, shall be done by a licensed applicator and applied at the minimum application rates.

(5) Application times for herbicides and/or pesticides will be limited to two times a year; once in the spring and once in the fall, unless otherwise approved by the City arborist.

(6) The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed.

(7) It shall be unlawful to dump, deposit or otherwise cause any trash, landscape debris or other material to be placed in any stream, channel, ditch, pond, or basin that regularly or periodically carries or stores water.

g. Standards for Flood Hazard Reduction

(1) Standards in All Areas

In all special flood hazard areas the following standards are required:

(A) Anchoring

i. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference the Federal Emergency Management Agency's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

(B) Construction Materials and Methods

i. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage pursuant to the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.

ii. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

iii. All new and replacement electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(C) Utilities

i. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

ii. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

iii. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(D) Review of Building Permits

Where elevation data is not available either through the flood insurance study or from another authoritative source (§16.07.090.D.5), applications for Building Permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(E) Solid Waste Disposal Facilities and Sites, Hazardous Waste Management Facilities, Salvage Yards, and Chemical Storage Facilities

New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by Variance as specified in this section, in the special flood hazard area. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the flood protection elevation and certified pursuant to the provisions of this section.

(2) Specific Standards

In all areas of special flood hazard where base flood elevation data has been provided as set forth in §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway,* or §16.07.090.D.5, *Use of Other Base Flood Data* the following provisions are required:

(A) AO Zones

All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.

(B) Residential Construction

i. New construction and substantial improvement of any residential structure in any A1-30, AE and AH zone shall have the top of the lowest floor, including basement, elevated no lower than the flood protection elevation.

ii. New construction and substantial improvement of any residential structure in any AO zone shall have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the FIRM's depth number plus 24 inches.

iii. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be constructed entirely of flood resistant materials at least to the flood protection elevation and designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement shall either be certified by a registered professional engineer or architect or shall meet or exceed the following minimum criteria (see Figure 02-1: *Preferred Crawl Space Construction*, *Figure 02-2: Below Grade Crawl Space Construction*, and FEMA Technical Bulletin 11 for further information:

iv. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be placed on at least two walls to permit entry and exit of floodwaters. If a building has more than one enclosed area, each enclosed area shall have flood openings to allow floodwaters to automatically enter and exit.

v. The bottom of each flood vent opening shall be no higher than either one foot above the interior grade or shall be no higher than one foot above the exterior adjacent grade.

vi. Engineered flood vents are required.

vii. Portions of the building, utilities, and machinery located below the base flood elevation shall be constructed with material resistant to flood damage.

viii. The interior grade of a below grade crawl space (see Figure 02-2: Below Grade Crawl Space Construction) shall not be more than two feet below the exterior lowest adjacent grade (LAG).

ix. The height of a below grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall, shall not exceed four feet at any point.

x. A below grade crawl space shall have an adequate drainage system that removes floodwaters from the interior area of the crawl space within a reasonable time after a flood event.

xi. The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace.

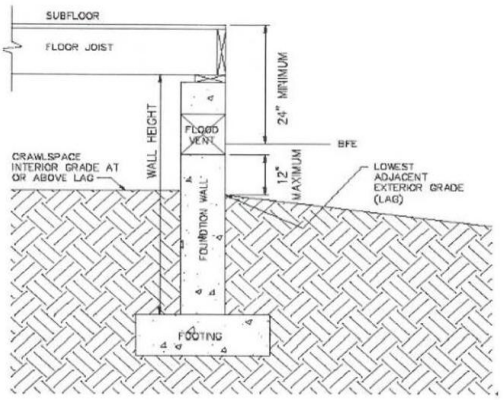


Figure 02-1: Preferred Crawl Space Construction

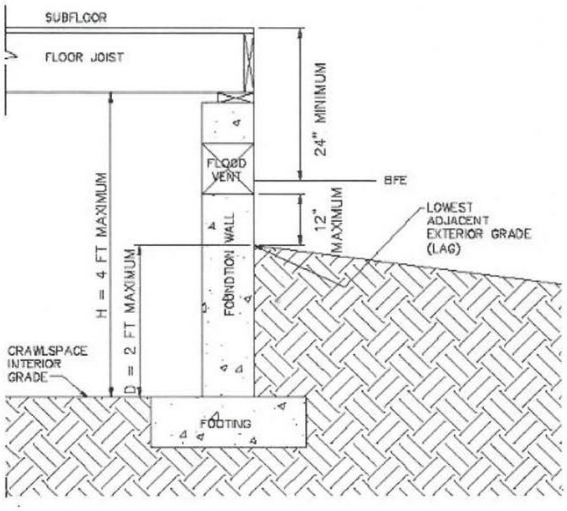


Figure 02-2: Below Grade Crawl Space Construction

Note: A below grade crawl space shall be subject to higher flood insurance rates through the NFIP.

(C) Nonresidential Construction

i. New construction and substantial improvement of any commercial, industrial, nonresidential portion of a mixed use or other nonresidential structure in any A1-30, AE and AH zone shall either have the top of the floor structure of the lowest floor, including basement, elevated no lower than the flood protection elevation or floodproofed to the flood protection elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, are:

(a) Watertight with walls substantially impermeable to the passage of water;

(b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(c) Be certified by a registered professional engineer or architect that the design and methods of construction are pursuant to accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided to the Floodplain Administrator as set forth in §16.07.090.D.6, along with the operational plan and inspection and maintenance plan;

(d) Nonresidential structures that are elevated, not floodproofed, shall meet the same standards for space below the lowest floor as described in §16.02.060.A.1.g(2)(B)iii; and

(e) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as one foot below that level).

ii. All new construction and substantial improvement of nonresidential structures within AO zones shall:

(a) Have the lowest floor (including basement) elevated above the highest adjacent grade at least 24 inches higher than the depth number specified in feet on the FIRM; or

(b) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified §16.02.060.A.1.g(1)(C)i.

(D) Manufactured Homes

All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is 24 inches above the base flood elevation and be securely anchored to an adequately anchored foundation system pursuant to the provisions of §16.02.060.A.1.g(1)(A)ii.

(E) Recreational Vehicles

All recreational vehicles to be placed on a site within zones A1-30, AH, and AE shall meet the requirements of §16.02.060.A.1.g(2)(D), *Manufactured Homes*, or be placed on the site for less than 180 consecutive days and be fully licensed and highway ready. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.

(F) Critical Facilities

i. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain).

ii. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available.

iii. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher.

iv. Access to and from the critical facility should also be protected to the height used above. Floodproofing and sealing measures shall be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

v. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

(G) Temporary Nonresidential Structures

Prior to the issuance of a Floodplain Development Permit for a temporary structure, the applicant shall submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

i. A specified time period for which the temporary use will be permitted. Time specified may not exceed six months, renewable up to 12 months;

ii. The name, address, and phone number of the individual responsible for the removal of the temporary structure;

iii. The time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);

iv. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

v. Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

vi. Temporary structures in the floodway shall provide a hydraulic and hydrology analysis along with a no-rise certification.

(H) Accessory and Agricultural Structures (Appurtenant Structures)

When accessory structures (sheds, detached garages, etc.) used solely for parking, and storage are to be placed within a special flood hazard area, elevation or floodproofing certifications are required for all accessory structures pursuant to this section, and the following criteria shall be met:

i. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);

ii. Accessory structures shall not be temperature-controlled;

iii. Accessory structures shall be designed to have low flood damage potential;

iv. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

v. Accessory structures shall be firmly anchored pursuant to the provisions of §16.02.060.A.1.g(1)(A), *Anchoring*;

vi. All utility equipment and machinery, such as electrical, shall be installed pursuant to the provisions of §16.02.060.A.1.g(1)(C), *Utilities*; and

vii. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below flood protection elevation in conformance with the provisions of this section.

viii. Accessory structures not used solely for parking, access, and storage shall be elevated per this section.

ix. An accessory structure with a footprint less than 200 square feet and is a minimal investment of $7,500.00 and satisfies the criteria outlined in §16.02.060.A.1.g(2)(H)i– vii above is not required to provide the elevation certificate per this section.

(I) Tanks

When gas and liquid storage tanks are to be placed within a special flood hazard area, the following criteria shall be met:

i. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the base flood, including the effects of buoyancy (assuming the tank is empty);

ii. Elevated above-ground tanks, in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the base flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

iii. Not elevated above-ground tanks may be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris;

iv. Tank inlets, fill openings, outlets and vents shall be:

(a) At or above the flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

(J) Compensatory Storage

New development shall not reduce the effective flood storage volume of the regulatory floodway and SFHA. A development proposal shall provide compensatory storage if grading or other activity eliminates any effective flood storage volume. Compensatory storage shall:

i. Provide equivalent volume at equivalent elevations to that being displaced. For this purpose, "equivalent elevation" means having similar relationship to ordinary high water and the best available 100-year water surface profiles;

ii. Be hydraulically connected to the source of flooding; and

iii. Provide compensatory storage in the same construction season as when the displacement of flood storage volume occurs and before the flood season begins.

iv. The newly created storage area shall be graded and vegetated to allow fish access during flood events without creating fish stranding sites.

h. Standards for Zone A Areas

Within the special flood hazard areas designated as Zone A (also known as Unnumbered A Zones) where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of §16.02.060.A.1.g(1), *Standards* shall apply:

(1) The BFE used in determining the flood protection elevation (FPE) shall be determined based on the following criteria:

(A) When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this section and shall be elevated or floodproofed pursuant to standards in §§16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards*.

(B) When floodway data is available from a federal, state, or other source, all new construction and substantial improvements within floodway areas shall also comply with the requirements of §§16.02.060.A.1.g(2), *Specific Standards*, and 16.02.060.A.1.j, *Standards for Floodways*.

(C) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, include within such proposals base flood elevation data. Such base flood elevation (BFE) data shall be adopted by reference pursuant to §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway* and used in implementing this section. The applicant/developer shall submit an application for a conditional letter of map revision (CLOMR) prior to Preliminary Plat approval and have obtained a letter of map revision (LOMR) prior to any Building Permits for structures being issued.

(D) When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the lowest floor shall be elevated or floodproofed (nonresidential) to two feet above the highest adjacent grade (HAG) at the building site or to the flood protection elevation (FPE) whichever is higher. All other applicable provisions of §16.02.060.A.1.g(2), *Specific Standards* shall also apply.

i. Standards for Riverine Floodplains with Base Flood Elevations but without Established Floodways

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but floodways are not identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of §16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards;* and

(2) Until a regulatory floodway is designated, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

j. Standards for Floodways

Areas designated as floodways located within the special flood hazard areas established in §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway*. The floodways are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections §§16.02.060.A.1.g(1), *Standards* and 16.02.060.A.1.g(2), *Specific Standards,* shall apply to all development within such areas:

(1) New residential structures and residential substantial improvements are prohibited in the floodway.

(2) All encroachment, including fill, new construction, substantial improvements, residential structures, and other developments shall be prohibited, except for the following:

(A) Roads and bridges necessary to connect areas outside of the special flood hazard area;

(B) Utilities;

(C) Recreational pathways and open space;

(D) Flood control and stormwater management facilities;

(E) Boat ramps or river access;

(F) Wildlife habitat improvements;

(G) Stream restoration and bank stabilization constructed pursuant to a Floodplain Development Permit;

(H) Fences that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, in regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(I) Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(J) Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.* The applicant/developer shall submit an application for a letter of map revision (LOMR) upon completion of construction for the purpose of providing FEMA better available data.

(K) Drilling water, oil, and/or gas wells including fuel storage tanks, apparatus, and any equipment at the site that encroach into regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(L) Docks, piers, boat ramps, marinas, moorings, decks, docking facilities, port facilities, shipbuilding, and ship repair facilities that encroach into regulated floodways shall meet the limitations of §16.02.060.A.1.j, *Standards for Floodways.*

(3) Encroachments in the floodway are only allowed if:

(A) All development shall comply with all applicable flood hazard reduction provisions of this section and meet the approval of the Federal Emergency Management (FEMA) and National Flood Insurance Program (NFIP) and does not jeopardize the City's participation in the NFIP; and

(B) Requirements of a no adverse impact statement and a no-rise certification, with accompanying analysis, are met; or

(C) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) shall also be obtained within six months of completion of the proposed encroachment.

k. Standards for Areas of Shallow Flooding (Zone AO, AH, AR/AO, or AR/AH).

(1) Areas designated as shallow flooding areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to all other applicable provisions of this section, all new construction and substantial improvements shall meet the following requirements:

(A) The lowest floor shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least two feet above the highest adjacent grade if no depth number is specified.

(B) Nonresidential structures may, in lieu of elevation, be floodproofed to the same level as required in chapter so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Floodproofing certification is required pursuant to this chapter.

(C) Accessory structure (appurtenant structure) (sheds, detached garages, etc.).

i. Used solely for parking, and storage:

(a) Shall have the lowest floor elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least two feet above the highest adjacent grade if no depth number is specified; or

(b) Shall have flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below flood protection elevation in conformance with the provisions of §16.02.060.A.1.g(2)(B)iii.

ii. Not used solely for parking, and storage:

(a) Shall be elevated per §§16.02.060.A.1.g(2)(B), *Residential Construction* and 16.02.060.A.1.g(2)(C), *Nonresidential Construction.*

(D) Adequate drainage paths shall be provided around structures on slopes to guide floodwaters around and away from proposed structures.

(E) Where hazardous velocities are noted on the FIRM, proper construction techniques and methods shall be used to mitigate the effects of the velocities.

I. Standards for Riparian Setback Area

(1) Purpose

Some parcels of land may be located in proximity to a waterway but may not contain SFHA, 0.2 percent annual chance floodplain, floodway, or the waterway's channel and therefore local, state, and federal regulations to preserve these ecologically important areas are largely inapplicable. The Riparian Setback Area is a local designation created to build upon local, state, and federal regulations when lands contain SFHA, 0.2 percent annual chance floodplain, floodway, and waterway channel, when applicable, but also to preserve and enhance the riparian zone when the aforementioned designations are not applicable. The Riparian Setback Area is established to:

(A) Guide development adjacent to waterways toward the most appropriate building envelope for its particular site;

(B) Minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;

(C) Review Development Plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;

(D) Provide for the stewardship, maintenance and/or enhancement of the riparian zone and riparian environment, including wildlife habitat along waterways;

(E) Carry out the provisions of the Comprehensive Plan as well as health, safety, and welfare with regard to properties adjacent to waterways;

(F) Warn that City review and approval is not going to prevent flooding and that flooding may occur;

(G) Advise of flood hazards and studies and options available;

(H) Review obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development;

(I) Review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation; and

(J) Provide regulations for the riparian zone.

(2) Applicability

"Development", as defined in §16.08.020, and construction or placement of buildings or structures, including additions to any such structures or buildings permitted after November 20th, 1989, and landscaping changes within the riparian zone for parcels under development with new structures and parcels developed with structures after November 20th, 1989, upon real property within the Riparian Setback Area shall require approval under §16.07.050.E, prior to issuance of a Building Permit, excavation/grading permit or commencement of any work associated with any such activity.

(3) Findings of Fact

The City hereby makes the following findings of fact with regard to areas within the riparian setback:

(A) Flooding is aggravated by the collection of debris upstream of channel obstructions located in floodplain areas. Such obstructions include, but are not limited to, bridges, fences, houses, and trees. The accumulation of debris can result in significantly higher water surface elevations and flooding beyond limits of the SFHA shown on the FIRMs upstream from the obstructions.

(B) Structures located in proximity to waterways, even if the structure's location is outside the boundaries of the SFHA, may be subject to inundation and damages during flood events due to the potential of the channel to change direction abruptly during high flows. In particular, this risk affects lands adjacent to the Big Wood River, which is wide and flat with a relatively shallow channel in many areas.

(C) The levees built by the U.S. Army Corps of Engineers are not considered by the Corps or FEMA to be adequately designed to be classified as permanent structures capable of withstanding a one percent annual chance flood.

(D) Encroachments (i.e., houses, fill, etc.) on floodplains reduce the flood carrying capacity of the river and its floodplain and increase flood heights, thus increasing flood hazards on land beyond the encroachment. With every new development since the FEMA one percent annual chance boundary was determined, the ability of the floodplain to function as originally assumed changes.

(E) Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property, often to the detriment of the natural stream. Methods often destroy or greatly alter fish and wildlife habitat, unnaturally armor the banks of the waterways to prevent erosion or cause future damages to manmade structures.

(4) Rules for Interpretation of Riparian Setback Area Boundaries

(A) The Riparian Setback Area is not indicated on the Ketchum zoning map due to the nature of how the boundaries are established. The Riparian Setback Area includes all parcels containing lands that are within 25 feet of the mean high-water mark as measured horizontally from the mean high-water mark of any waterway. Waterways include the Big Wood River, Trail Creek, and Warm Springs Creek, and any and all channels having year-round or intermittent flow. These lands within 25 feet of the mean high-water mark area are also known as the riparian zone, as defined in §16.08.020.

(B) Some parcels of land may be located within the riparian setback and contain riparian zone but may not contain SFHA, 0.2 percent annual chance floodplain, floodway, or the channel due to the proximity of the parcel to a waterway. Nevertheless, if a parcel contains land that is within 25 feet of the mean high-water mark of a waterway, that parcel is within the Waterways Review District and the riparian zone is subject to riparian regulations.

(C) Some parcels of land may be located within the SFHA and/or 0.2 percent annual chance floodplain and/or floodway and may also contain riparian zone. These parcels are located within the Waterways Review District and riparian regulations apply to the riparian zone.

m. Real Estate Sales and Leasing Disclosures

Every real estate agent, sales person, broker, and private party who offers for sale or lease a parcel of real property and/or structure that contains SFHA, floodway, frontage on a waterway and associated riparian zone, shall provide the prospective purchaser or leaseholder with written notice that the real property and/or structure is located within the floodplain, floodway, and/or Waterways Review District and that structures and land are subject to the regulations of this section.

n. Special Requirements for Building Permits

(1) Non-conversion agreement required. For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet or greater, the building owner shall sign a non-conversion agreement, that shall run with the property, promising not to improve, finish or

otherwise convert the area below the lowest floor to living area and granting the City the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.

(2) Preconstruction elevation certificate required. Prior to issuance of any Building Permit for a structure located partially or wholly within the one percent annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the Building Official.

o. Warning and Disclaimer of Liability

The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This section does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This section shall not be deemed or construed to create liability on the part of the City, any officer or employee of the City, or the Federal Insurance Administration for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder.

p. Administration

Any and all development located in the Floodplain Overlay district shall comply with the provisions of §16.07.050, *Floodplain*.

2. Emergency Stream Bank Stabilization

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the national resource conservation service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the national weather service;

(3) The flow of the Big Wood River as measured at the Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho; and

(4) Failure to submit an application under §16.07.050.C far enough in advance of the desired start date for bank stabilization work shall not be considered an emergency.

b. Procedure

To obtain an emergency bank stabilization permit, an applicant shall submit an application as described in §16.07.050.C and receive written approval to perform the bank stabilization work from the Administrator. The Administrator may consult a qualified engineer or professional regarding the proposed emergency bank stabilization work.

3. Emergency Riparian Alteration

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the National Resource Conservation Service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the National Weather Service;

(3) The flow of the Big Wood River as measured at the Ketchum Gauging Station or Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho;

(4) Local site conditions, such as downed trees, debris build up, or trees in imminent danger of falling as determined by the Administrator and advised by the City arborist; and

(5) Failure to submit an application under §16.07.050.B far enough in advance of the desired start date for riparian alteration work shall not be considered an emergency.

b. Procedure

To obtain an emergency permit, an applicant shall submit an application as described in §16.07.050.B and receive written approval to perform the emergency work from the Administrator. The Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

4. Emergency City-Initiated Actions

a. Applicability

An emergency application shall be required if an emergency is imminent based on the following:

(1) The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the National Resource Conservation Service (NRCS) SNOTEL sites;

(2) The forecast temperatures available from the National Weather Service;

(3) The flow of the Big Wood River as measured at the Ketchum Gauging Station or Hailey Gauging Station and recorded by the United States Geological Survey (USGS) in Boise, Idaho; and

(4) Local site conditions determined by the City Administrator or their designee to pose an imminent threat to the health, safety, and welfare of the public.

b. Procedure

Upon determination of an emergency, the City shall initiate actions necessary to protect public health, safety, and welfare and/or prevent or mitigate damage to public or private property or infrastructure. There is no application fee for a City-initiated application.

5. Temporary Flood Control Barriers

a. Uses Permitted

(1) Private Use

Temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers placed on private property and located in such a manner to protect floodwaters from inundating a structure may be installed prior to imminent flooding or during a flood event.

(2) Public Use

Temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers placed on public or private property and located in such a manner to protect floodwaters from inundating a structure or public infrastructure may be installed prior to imminent flooding or during a flood event.

b. Use Restrictions

The following restrictions are imposed upon use of temporary flood control barriers:

(1) Temporary flood control barriers shall be designed and located to protect structures or public infrastructure from inundation by flood waters but shall not be designed or located solely to divert or displace flood waters into the public right-of-way or adjacent private properties;

(2) Temporary flood control barriers shall be offset no further than six feet from the structure the barrier is protecting except in the case of barriers installed to protect public infrastructure;

(3) Temporary flood control barriers shall be removed within 90 days of installation unless inundation by floodwaters is prolonged and approval for an extension has been issued via a Floodplain Development Permit.

(4) Sand or other fill used within sandbags or similar devices shall not be emptied into the floodplain or river, creek, or stream.

(5) Water used to fill a bladder dam shall not be emptied into a river, creek, or stream.

c. Procedure

To obtain Temporary Flood Control Barrier Permit, an applicant shall submit an application as described in §16.07.050.F and receive written approval to install the temporary flood control barrier from the Administrator.No application is necessary for the installation of temporary flood control barriers installed pursuant to the regulations of this section.

B. A: Avalanche Overlay District

The Avalanche Overlay district is established to identify those areas where, after due investigation and study, the City Council finds that avalanche potential exists. Avalanches are caused by steepness of slope, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. Due to the potential avalanche hazard, special regulations should be imposed within such district.

1. Purposes

An Avalanche Overlay district is established as a zoning overlay district for the following purposes:

a. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist.

b. To give notice to the public of those areas within the city where such avalanche potential has been found to exist.

c. To give notice to and provide the public with the opportunity to review pertinent avalanche studies and reports together with any future studies made. Copies of the studies are available for public inspection at the office of the City Clerk. It is recommended that the studies be examined prior to purchase, development, construction, or use of land located within the Avalanche Overlay District.

d. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures.

e. To promote the general public health, safety and welfare.

f. To allow for construction of residences and other uses consistent with Table 16-7: Table of Permitted Uses, by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters, and subtenants of property within such zone.

2. Avalanche Overlay District Boundaries

a. The Avalanche Overlay district boundaries shall be an overlay district and designate those areas within the city found subject to potential avalanche danger.

b. The Avalanche Overlay District shall include all of those areas within the city so designated by the Ketchum zoning map.

c. Persons interested in building, using or occupying real property within the Avalanche Overlay District are encouraged and should examine the studies. However, the City does not represent or warrant the completeness or accuracy of those studies.

3. Uses Permitted

All uses permitted in the underlying zoning district shall be subject to the additional restrictions of the Avalanche Overlay district. If any of the regulations specified in this section differ from corresponding regulations specified for a district with which the Avalanche Overlay district is combined, the regulations contained in this section shall govern.

4. Use Restrictions

The following restrictions are imposed upon construction, development and use of all real property located within the Avalanche Overlay District:

a. All utilities installed after the Effective Date for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property. For all new construction and for projects that constitute a substantial improvement, all utility service meters and

shut-off valves shall be installed on the leeward-side of buildings in a protected location, to the satisfaction of the Fire Department.

b. Avalanche protective, deflective, and preventative structures, devices, or earthwork that threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices, or earthwork shall be permitted only as a conditional use as described in §16.07.030.

c. Any residence that has not been engineered to withstand avalanche forces consistent with this section shall not be leased, rented, or sublet from November 15 through April 15 of each year and any residence that has not been engineered to withstand avalanche forces that is being leased or rented or sublet after April 19, 1974 shall be deemed a zoning violation and shall be governed by §16.01.060, *Enforcement and Penalties*.

5. Building Permit Requirements

The following standards shall apply to all structures within the Avalanche Overlay, except remodels to existing, non-engineered single-family homes and for additions under 1,200 gross square feet to existing, non-engineered single family-homes shall only be subject to paragraphs b. and c.

a. Prior to issuance of a Building Permit for any structure within the Avalanche Overlay, the applicant shall submit to the Building Official plans, signed by an engineer licensed in the State of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the City by a recognized expert in the field of avalanche occurrence, force and behavior.

b. All plans submitted with a Building Permit application for property within the Avalanche Overlay District shall be stamped "avalanche zone", together with the applicable subzone designation.

c. Prior to the issuance of any Building Permit for construction or improvements within the Avalanche Overlay District, the applicant shall submit to the Building Official a written acknowledgment on a form provided by the City, signed by the property owner under seal of a notary public, of the property owner's actual knowledge that the proposed building or improvement will be located within the Avalanche Overlay District. The property owner will also acknowledge that they have actual knowledge of the studies conducted to date regarding the Avalanche Overlay District.

6. General Notice Requirements

In order to provide reasonable notice to the public of the avalanche potential within all areas designated Avalanche Overlay District, the following notice regulations and requirements are adopted for all real property and structures located within such zone:

a. The City shall file with the Office of the Blaine County Recorder such document(s) as necessary to provide record notice of each existing lot and/or parcel of real property within the Avalanche Overlay District; and such document(s) as necessary to provide record notice that each owner who rents or leases any structure located in whole or part within the Avalanche Overlay District shall provide the tenant, lessee, or subtenant with

written notice that the property is located within the Avalanche Overlay District prior to any occupancy.

b. The City shall post signs in the public right-of-way to reasonably identify the boundaries of the Avalanche Overlay District.

c. All persons who rent, lease, or sublet any structure or premises within the Avalanche Overlay District shall provide the tenant, lessee, or subtenant with written notice that the property is located within such Avalanche Overlay District prior to occupancy.

d. Each real estate agent, sales person, broker, and private party who offers for sale or shows a parcel of real property and/or structure for sale, lease, or rent within the Avalanche Overlay District shall, upon first inquiry, provide the prospective purchaser, lessee, or tenant, prior to viewing the real property, with written notice that the real property and/or structure is located within the Avalanche Overlay District. Furthermore, such written notice shall state that the studies referred to in §16.02.060.B.2 are available for public inspection at the Office of the City Clerk and that the studies should be reviewed prior to any party entering any agreement, contract, or lease.

e. All brochures and other printed materials advertising and/or soliciting reservations for sale, rental or lease of living units within the Avalanche Overlay District shall contain a provision designating that the unit or units are located within the Avalanche Overlay District.

7. Suspension of City Services

During periods of avalanche danger, City services may be suspended or otherwise not be provided to property within the Avalanche Overlay District; nor shall the City accept responsibility for or guarantee that such services, rescue efforts or emergency services will be provided during periods of avalanche danger.

8. Warning and Disclaimer of Safety and Liability

a. Avalanches occur naturally, suddenly, and unpredictably based upon steepness of slope and runout area, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The Avalanche Overlay District designated in this Code is considered reasonable for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This Code does not represent or imply that areas outside the Avalanche Overlay district are free from avalanches or avalanche danger.

b. The fact that the City has not prohibited development, construction, or use of real property within the Avalanche Overlay district does not constitute a representation, guarantee, or warranty of any kind as to the safety of any construction, use or occupancy. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the City, or any official or employee, of the practicality or safety of any construction, use or occupancy, and shall create no liability upon or cause of action against such public body, or its officials or employees, for any injury, loss or damage that may result.

c. Avalanches occur naturally, suddenly, and unpredictably, and persons who develop or occupy real property within the Avalanche Overlay District do so at their own risk.

C. WSBA and WSBA-1: Warm Springs Base Area Overlay Districts

1. Purpose

The Warm Springs base area, as one of only two access points to skiing on Bald Mountain, is a key hub for tourist and recreational activities in the city. Due to the unique nature of skier base areas, and their importance to the City's tourism economy, an overlay zoning district is found to be an appropriate tool to encourage desired uses in the base area. The intent of this zoning district and each of its regulations is to:

a. Provide a unique experience based on the specific geography and community characteristics of the Warm Springs base area.

b. Build on the existing village character.

c. Expand the variety of uses and users.

d. Stimulate year-round activity.

e. Enhance connectivity between uses.

f. Maintain key public views.

g. Promote open space and connections to nature.

2. Applicability

a. Projects Up to and Including a 0.5 Floor Area Ratio (FAR)

Projects up to and including a 0.5 FAR are not subject to the additional requirements of this section, and are governed by the underlying zoning district.

b. Projects Over a 0.5 FAR

Projects with a FAR greater than 0.5 shall be subject to the additional requirements of the Warm Springs Base Area Overlay districts (WSBA and WSBA-1).

3. Boundaries of WSBA and WSBA-1 Overlay Districts

The requirements of the WSBA and WSBA-1 overlay districts shall apply to improvements to any property within the portion of Warm Springs as defined on the boundary marked on the Ketchum zoning map.

4. Desired Uses and Floor Area Ratio Table

a. Approach

The purpose of this section is to encourage certain uses by allowing additional floor area for these uses. The following standards apply when preferred uses are included, as indicated in the floor area ratio table that is provided below. Projects up to and including a FAR of 0.5 are not subject to the regulations of this section. Note that, other than the different standards presented in this section, any other standards that presently exist for the T district would continue to apply.

Table 16-2: FAR Allowances
du: Dwelling Unit

Category	Measure [1]	Amount [2]	FAR Increment [3]	Maximum FAR Per Category	Absolute Maximum FAR
Inclusionary housing	1 on site du	1	0.2	No cap	2.25
	1 off site du	1	0.15		
Hotel/lodging	Bedroom	1	0.015	1.0	
Meeting/ Conference	Square feet	100	0.005	0.3	
Office	Square feet	100	0.005	0.5	
Restaurant/ Retail	Square feet	100	0.025	1.1	
Ski industry related nonprofit	Square feet	100	0.005	0.5	
Ski storage [4]	Square feet	100	0.015	0.2	

Notes:
[1] The "measure" is the type of measurement for the designated use.
[2] The "amount" is the unit of measurement for which a designated amount of additional FAR is allowed.
[3] The "FAR increment" is the amount of additional FAR earned per amount of a designated use provided.
[4] Ski storage that is incorporated with retail space shall be subject to the retail FAR increment. Ski storage that is not incorporated with retail shall be subject to the ski storage FAR increment.

b. Maximum FAR

(1) By Right Maximum FAR

The maximum "by right" FAR is 0.5.

(2) Preferred Uses Maximum FAR

The maximum may be increased up to 2.25, when certain preferred uses and amenities are included, based on Table 16-2. The additional FAR shall also be found to be compatible with the context, using the Warm Springs village design guidelines on file with the City Clerk. The absolute maximum FAR may not be exceeded. It is the total potential to be earned with a combination of the FAR incentives.

(3) FAR Increases Above 1.0

Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in §16.02.060.C.8. The City must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

c. Change in Use

(1) All developments that achieve a FAR greater than 0.5 shall be required to enter into an agreement with the city addressing any future changes to preferred uses (uses that resulted in a greater overall FAR) pursuant to §16.07.020.E.8.

(2) The agreement shall include stipulations for changes in preferred uses and shall outline specific requirements for changes to preferred uses. For example, the

agreement could require that 25 percent of the uses remain as community housing or retail.

(3) Any increase in FAR above 1.0 also shall trigger the requirement for a traffic and parking impact study and parking demand management plan as outlined in §16.02.060.C.8. The City must determine that these impacts are adequately addressed in order to award the additional FAR above 0.5.

5. Building Massing Standards and Building Height

a. Approach

The following massing and height regulations are intended to permit taller building portions, but limit taller building portions to sites that have been determined to be able to accommodate the increased height without compromising other goals and objectives for the Warm Springs base area. Taller building portions are more compatible when a substantial portion of the development is at a lower scale. Having two story elements at the street edge is particularly important. The following regulations encourage stepped building forms, create an active street edge, and promote views and open space. These standards would influence the perceived mass of a building by setting certain limits on massing, which would result in "sculpting" the building form.

b. Summary of Building Massing Requirements

Table 16-3: WSBA and WSBA-1 Building Massing Requirements

	WSBA	WSBA-1
Maximum Building Height [1]		
3-4 Stories [2]	50 ft (subject to plate heights at minimum setback and to all fourth floor elements being contained within the roof)	
5 Stories	65 feet	
6 Stories	Prohibited	77 ft
Maximum Upper Floor Footprint		
5th Story	35% of first floor building footprint	35% of first floor building footprint
6th Story (if permitted through Design Review)	Prohibited	25% of first floor building footprint
Maximum Wall Plane Length	60 ft	
Minimum Wall Plane Offset (See Figure 02-3)	Ten feet by 15 ft	
Maximum Plate Height Within 10 Feet of Minimum Setback (See Figure 02-4)	35 ft	

Notes:
[1] The maximum height is for roof pitches of 5:12 and greater only, and as measured from existing, natural, or finished grade to the top of the ridge or highest point, including architectural features.
[2] In the WSBA overlay district, portions of buildings within 30 feet of Howard Drive may not exceed 3-4 stories.

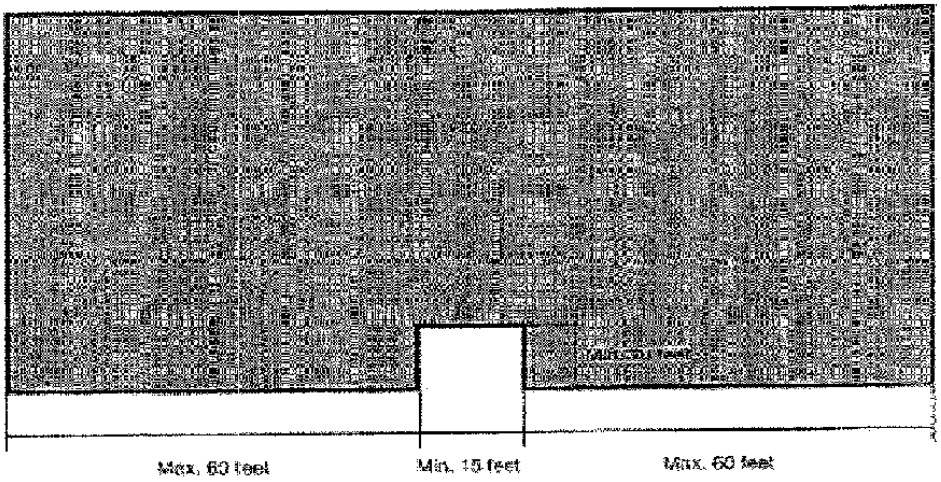


Figure 02-3: Minimum Wall Plane Offset

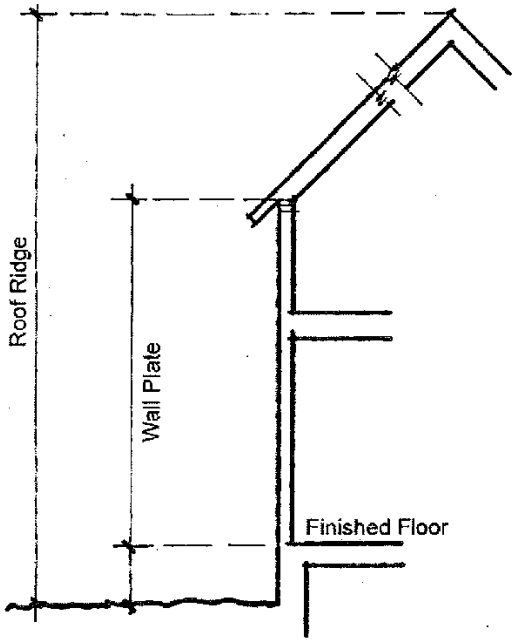


Figure 02-4: Plate Height at Minimum Setback

6. Lot Coverage

a. Approach

Lot coverage shall be regulated by calculating the minimum open site area on the site as determined by the definition found in §16.08.020.

b. Minimum Open Site Area Reduction

The minimum open site area requirement may be reduced based on one or more of the following site criteria:

(1) Size, layout, and/or shape of lot prohibits project from meeting open site requirements.

(2) The project demonstrates water table issues that prohibit underground parking.

(3) Project demonstrates clear benefits from reducing minimum open site requirements.

7. Setback Regulations

Table 16-4: WSBA and WSBA-1 Setbacks

Front Setbacks		
Street face [1] [2]	5 foot setback	Maximum setback
All streets	50% minimum [3]	30 ft [4]
5 ft		
15 ft		
In the WSBA-1 overlay district, in addition to the mandatory 25-foot riparian zone setback, all development along Warm Springs Creek shall be subject to the following setback requirements: A height plane is established to protect view corridors and sunlight along Warm Springs Creek. This is regulated by Figure 02-5. No building shall exceed this height plane. For example, a 75 foot tall portion of a building is subject to the following setback: Step 1: 75 ft. - 35 ft. = 40 ft. (height above 35 ft.) Step 2: 40 ft. x 1.5 = 60 ft. (additional Warm Springs Creek setback measured from the mandatory 25 ft. riparian setback) For developments that require an additional setback along Warm Springs Creek, the setback zone shall incorporate amenities such as public open space and pedestrian thoroughfares. Design of such amenities and open space shall be subject to criteria outlined in the "Warm Springs Base Area Design Guidelines," on file with the City Clerk.		

Notes:

[1] When a property extends through to two streets, both streets shall be subject to front yard setback regulations.

[2] When a property extends through to two streets, the front yard setback requirement for one street frontage may be modified based on the nature of the surrounding streets and location of the lot.

[3] The minimum percentage of the linear dimension of the building front that must be placed at the five-foot setback line.

[4] The maximum that any portion of the front of the building may be set back from the front property line. This area shall be public open space that allows for pedestrian circulation. Parking in this area is not permitted, except for loading and unloading areas for accommodations facilities.
(Possible exception for property west of Day Lodge and for flexibility through Design Review.)

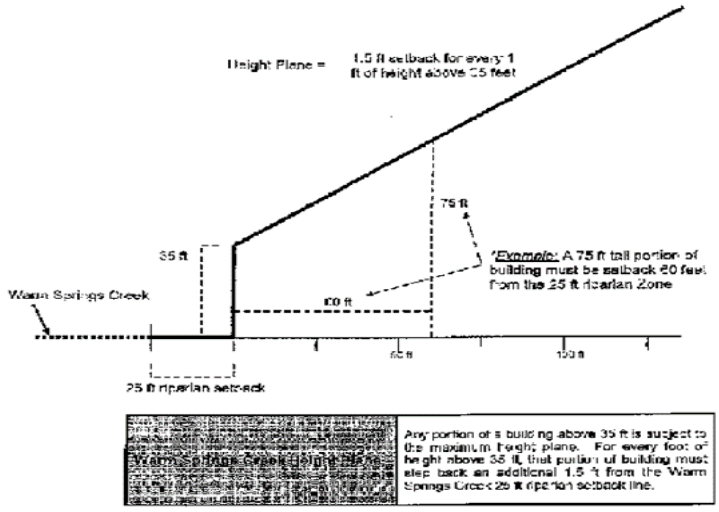


Figure 02-5: Height Plane Calculation

8. Transportation and Parking Regulations

Due to the limitations of Warm Springs Road, alternative travel modes and transit are necessary components of larger projects. To decrease single occupancy vehicle use, this section establishes maximum provisions for on-site parking, coupled with transit demand management requirements.

a. Projects Up to and Including a FAR of 0.5

Parking requirements shall be regulated per §16.04.050.D.

b. Projects With a FAR Greater Than 0.5

Parking shall be regulated by the following chart. For all other parking requirements not outlined in this section, refer to §16.04.050.D.

Table 16-5: Maximum Parking Requirements

Use [1]	Requirement
Residential	1.0 space per 1,500 net sf plus 1 guest space for every 4 residential units
Accommodation	0.75 space per rental/hotel room
Retail trade and retail service	2.0 spaces per 1,000 gross sf
Professional service/office space	2.0 spaces per 1,000 gross sf
Government	1.0 space per 1,000 gross sf

Notes:
[1] For all other uses not itemized in this chart and all other off-street parking regulations, refer to the off-street parking requirements of §16.04.050.

c. Parking Alternatives

(1) Four on street parking spaces per 5,500 square feet of lot area may be counted toward the required parking requirement.

(2) Up to one-eighth of the overall parking requirement may be met via an in lieu payment. The in lieu fee shall be based on the requirements set forth in §16.04.050.J.5.

(3) For projects with a FAR greater than 0.5, a transit demand management (TDM) plan shall be provided that demonstrates that alternative strategies will offset the demand for the parking reduction. TDM plans should consider providing the following strategies:

(A) Bicycle amenities such as standard racks, bicycle lockers, and/or shower facilities.

(B) Provision of a public transit stop, or demonstration of proximate access to an existing transit stop.

(C) Reserved preferential parking spaces for high occupancy vehicles.

(D) Shared parking within mixed use developments.

(E) Publicly accessible permanent display area for information on TDM strategies and options for alternative transit modes.

(F) Shuttle service.

(G) Contribution to public transit or alternative modes fund.

(H) Employee programs such as:

i. Car/van pool coordination and incentive program;

ii. Shuttle program;

iii. Guaranteed emergency ride home program; or

iv. Public transit passes.

D. MO: Mountain Overlay District

1. Purpose

The Mountain Overlay district is established for the following purposes:

a. To identify those areas where, after due investigation, study, and deliberation, the City Council finds that orderly development of hillside areas is vital to the public interest; that the City should regulate access to, erosion of, damage from and construction on hillsides; that it is obligated to protect the public health, safety, and welfare; and that special regulations regarding hillside development should be imposed within such district.

b. To protect the public health, safety, and welfare of inhabitants of hillside areas;

c. To encourage land uses compatible with existing natural resources;

d. To prohibit detrimental alteration of existing topography and terrain, leaving hillsides generally open and unobstructed, to prohibit scarring by roadways;

e. To protect natural land features and wildlife habitat;

f. To minimize or prohibit alteration of hilltops, rock outcrops, knolls, and ridges;

g. To facilitate adequate provision of public services and facilities (i.e., water and sewer, and police, fire, and ambulance protection) through standards appropriate to local conditions;

h. To minimize or prohibit detrimental effects on the natural topography, geology, soils, drainage, wildlife, and vegetation;

i. To carry out provisions contained in the Comprehensive Plan;

j. To minimize the visual impact of building sites and access drives that are significantly higher than the vast majority of building sites in Ketchum;

k. To protect hillsides in Ketchum that are physically and topographically unique due to their present lack of access roads and thus their lack of development;

l. To ensure preservation of hills, ridges, ridgelines, and their natural features that are visible from the valley floor from obstruction by development;

m. To direct building away from the higher elevations; and

n. To assure the property owner is not deprived of economically viable use of their property.

2. Mountain Overlay District Boundaries

a. The Mountain Overlay district boundaries shall be an overlay district and shall designate those areas within the city found to be hillside and mountain areas that, due to their steepness of slope, high visibility from other areas within and outside of the city by the general public, unique physical characteristics including knolls, ridges and rock outcroppings, and/or skyline juxtaposition among other mountain slopes, require regulation in order to carry out the purposes of this district.

b. The Mountain Overlay district shall include all of those areas within the city so designated by the Ketchum zoning map.

3. Uses Permitted

The Mountain Overlay district shall be an overlay district and shall apply the additional requirements of the Mountain Overlay district to the uses and requirements contained in the underlying zoning district. The uses allowed within the underlying zoning district shall be subject to the additional regulations contained in the Mountain Overlay district.

4. Use Restrictions

The following restrictions are imposed upon construction, development, and use of all real property within the Mountain Overlay district. Each of the following activities shall be subject to the Mountain Overlay District standards established in this section and §16.07.030.C, *Design Review* , prior to issuance of a Building Permit, excavation/grading permit or commencement of any work associated with any such activity:

a. Construction or placement of buildings or structures, including additions to any such structures or buildings existing at the Effective Date, upon real property within the Mountain Overlay district;

b. Other excavation of materials, grading and filling for any purpose not associated with construction of buildings and structures described above; and/or

c. Any activity regulated by City street standards in §16.04.020, Access, Connectivity, and Circulation.

5. Mountain Overlay District Standards

a. There shall be no building on ridges or knolls that would have a material visual impact on a significant skyline visible from a public vantage point entering the city or within the city. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;

b. Building, excavating, filling, and vegetation disturbance on hillsides that would have a material visual impact visible from a public vantage point entering the city or within the city shall be minimized. "Material", as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this section;

c. Driveway standards as well as other applicable standards contained in §16.04.020.A, shall be met;

d. All development shall have access for fire and other emergency vehicles to within 150 feet of the furthest exterior wall of any building;

e. Significant rock outcroppings shall not be disturbed;

f. International Building Code (IBC) and International Fire Code (IFC) and Fire Department requirements shall be met;

g. Public water and sewer service shall comply with the requirements of the City;

h. Drainage shall be controlled and maintained to not adversely affect other properties;

i. Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation, and/or natural stone materials. Revegetation on hillsides with a clear zone of 30 feet around all structures is recommended. The clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Planning and Building Department. Revegetation outside of this clear zone should be compatible with the surrounding hillsides;

j. There shall not be other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this section;

k. Access traversing 25 percent or greater slopes shall not have significant impact on drainage, snow and earthslide potential and erosion as it relates to the subject property and to adjacent properties;

l. Utilities shall be underground;

m. Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction;

n. Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized; and

o. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one that gives historical and/or cultural importance to the neighborhood and/or community.

p. Encroachments of below grade structures into required setbacks are subject to §16.02.070.A.10 and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

16.02.070. Measurements and Exceptions

A. Supplementary Yard Regulations

1. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than three feet.
2. Fire escapes may extend into a required rear or side yard not more than six feet. Fire escapes in setbacks shall be the minimum size and configuration required by the adopted international building code.
3. The side yard along the street side of a corner lot shall be not less than two-thirds the front yard requirement for the district in which the lot is located.
4. In measuring the rear yard of a principal building where the rear lot line abuts an alley, measurement may be made to the centerline of the alley, provided no building is located within the right-of-way of the alley.
5. No part of a yard required for a building for the purpose of complying with the provisions of this Code shall be included as a yard for another building.
6. Any and all structure(s) located adjacent to the Big Wood River, Trail Creek or Warm Springs Creek shall be set back a minimum of 25 feet from the mean high water mark of the stream.
7. Decks less than 30 inches in height from existing grade may be constructed to the property line. All decks and fences located adjacent to the Big Wood River, Trail Creek and Warm Springs Creek shall be set back a minimum of 25 feet from the mean high water mark of the stream.
8. Decks more than 30 inches in height from existing grade at any point shall be subject to setbacks, except in the GR-H, T, T-3000, and T-4000 districts. In the GR-H, T, T-3000 and T-4000 districts, decks more than 30 inches in height from existing grade may be allowed to encroach into the required yard setback up to a maximum one-half the distance of the required yard setback, or four feet, whichever is less, with Design Review approval. In addition to requirements set forth in §16.07.030.C.2, *Design Review,* the following criteria shall apply:
    a. A minimum of five feet is maintained between any point of the deck and the property line;
    b. The application has been approved by the subject property's homeowners' association (if any);
    c. Written approval from a majority of owners of property contiguous to the subject property has been obtained;
    d. Upper story decks/balconies are cantilevered from the building (no supporting posts are permitted within the required yard setback);

e. No portion of a deck that encroaches into the required yard setback may be enclosed or covered by a roof; and

f. Restrictions on exterior storage of personal property may be required through the Design Review process.

9. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council.

10. Encroachments of below grade structures into required setbacks are permitted provided all of the following standards are met:

    a. Below grade encroachments into the riparian setback are not permitted; and

    b. Construction activity shall not occur on adjacent properties; and

    c. Encroachment of underground buildings or portions of buildings into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare; and

    d. Underground encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and

    e. The ground above underground encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by this Code. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and

    f. Below grade encroachments into required setbacks shall not interfere with drainage.

    g. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.

11. For lots with platted building envelopes, all buildings shall be placed according to the location of the platted building envelope or the setbacks, whichever is more restrictive. All other structures may be placed outside of the building envelope or within setbacks provided all other applicable requirements are met. For lots with platted building envelopes, all provisions above shall apply to the platted building envelope or the setback, whichever is more restrictive.

B. Community Housing Incentive

1. General Requirements

All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000, and CC districts, unless otherwise specified in this Code, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in §16.08.020 may exceed the floor area listed in the table below subject to §16.03.030.C.4.

Table 16-6: Maximum Permitted Gross FAR

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

2. Community Housing Incentive

a. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in the table with inclusionary housing incentive.

b. In the CC district, the maximum floor area incentive applies to buildings up to three stories in height. Buildings above three stories may exceed the 2.25 FAR maximum and do not have a maximum FAR limitation only pursuant to the pertinent Code provisions allowing for a fourth floor for uses such as hotels, PUDs, and 100 percent community housing projects. For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this section.

c. An increased FAR may be permitted subject to Design Review approval, and provided, that all of the following conditions are met:

(1) A minimum of 20 percent of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a 15 percent reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

(2) After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the City that groundwater on the subject property precludes underground parking, a credit of 350 square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the 20 percent deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

(3) Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the City. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the City Council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the

City or other nonprofit entity to construct the balance of the community housing unit with additional funds.

(4) All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the City Council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the City.

(5) The community housing units shall be targeted for the governing housing authority housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. The recommendation, if mutually agreed upon by the applicant and the Planning and Zoning Commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the City Council.

(6) The City's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the City closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

   (A) Housing constructed by the applicant on or off site, within the city;

   (B) Payment of an in lieu fee; or

   (C) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

(7) In addition to those outright options noted in this section, the City Council may consider alternative proposals by the applicant to fulfill the community housing incentive. The Council has full discretionary power to determine the request. Options for fulfillment of the community housing incentive include, but are not limited to:

   (A) Land conveyance to the City;

   (B) Existing housing unit buy down or mortgage buy down; or

   (C) Other proposals and options as approved by the City Council.

Chapter 16.03 Use Regulations

16.03.010. Purpose

This chapter provides specific standards for accessory and principal uses allowed in City zoning districts. These standards are intended to strengthen the City's unique character and lessen the impact that certain uses have on adjoining properties and neighborhoods.

16.03.020. Table of Permitted Uses

A. Table of Permitted Uses

Table 16-7 lists all use types and all zoning districts where the use type is permitted (P), permitted with approval of a Conditional Use Permit (C), or permitted as an accessory use (A) to a principal use.

B. Overlay Districts

Regardless of whether the district use matrix lists a use type as permitted, permitted with approval of a Conditional Use Permit, or permitted as an accessory use to a principal use, the use type shall be further regulated and prohibited if listed as a prohibited use in any applicable overlay district.

C. Additional Requirements

In addition to requirements listed in applicable overlay districts, additional requirements for specific uses are listed in Chapter 16.04, *Development Standards*.

D. Accessory Use

An accessory use, unless otherwise permitted for in this Code, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site.

E. Classification of New and Unlisted Uses

If an application is submitted for a use category or use type that is not specifically listed in Table 16-7, the Administrator shall determine the appropriate use category and use type for the proposed use. In such determination, the Administrator shall consider the potential impacts of the proposed use including the nature of the use and whether it includes dwellings, sales, processing, storage, operations, employment characteristics, nuisances, requirements for public utilities, and transportation requirements.

F. Table of Permitted Uses

Table 16-7: Table of Permitted Uses
P = permitted ***C*** = Conditional Use Permit required ***A*** = Accessory P/C = See use-specific standards ***Blank Cell*** = use prohibited

	Residential								Commercial and Mixed-Use								Other		
	LR	LR-1	LR-2	GR-L	GR-H	STO-.4	STO-1	STO-H	T	T-3000	T-4000	CC - 1	CC - 2	LI-1	LI-2	LI-3	RU	AF	Use-Specific Standards
Residential																			
Community housing units	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	16.02.070.B.2
Dwelling, one-family	P	P	P	P		P	P	P	P	P	P	C	C				C	P	16.03.030.A.1 16.03.030.A.4
Dwelling, multi-family				P	P			P	P	P	P	P	P	C	C	C	C		16.03.030.A.2 16.03.030.A.4
Work/live unit														P	P	P			16.03.030.A.3 16.03.030.A.4
Residential care facility	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	16.03.030.A.5
Public and Institutional																			
Community and Cultural Facilities																			
Assembly, place of				C	C				C			C	C						16.03.030.B.1
Cemetery																	C	C	
Cultural facility									P			P	P				C		16.03.030.B.2
Daycare center				C	C				P	P	P	P	P	C		C			16.03.030.B.3
Daycare facility				C	P			C	P	P	P	P	P	C		C	P		
Golf course	P	P	P	P	P	P	P	P	P	P	P						C		16.03.030.B.4
Nature preserve	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Public use	C	C	C	C	C	C	C	C	P	C	C	P	P	P	P	P	P	C	
Recreation facility, public	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	
Recreation facility, semi-public				C	C				C										
Semi-public use					C				P/C	C	C	P	P				C	C	16.03.030.B.5
Educational Facilities																			

School residential campus																P			16.03.030.B.6
Healthcare Facilities																			
Hospital									C			C	C						16.03.030.B.7
Medical care facility					C				P			P	P						
Mortuary												C	C						16.03.030.B.8
Commercial																			
Adult Uses																			
Adult only business															C				
Agriculture and Animal																			
Agriculture, commercial																		P	
Equestrian facility																	C	C	
Kennel, boarding														P	P				
Veterinary service establishment														P	P		C		16.03.030.C.1
Food and Beverage Services																			
Bar/lounge									P	P	P	P	P	C	C				16.03.030.C.2
Food service									P	P	P	P	P	P/C	P/C	P/C	C		16.03.030.C.3
Lodging Facilities																			
Hotel									P	P	P	P	P						16.03.030.C.4
Lodging establishment									P	P	P	P	P						
Short-term rental	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P	16.03.030.C.5
Tourist house									P	P	P	P	P						16.03.030.C.6
Tourist housing accommodation						P	P	P	P	P	P								16.03.030.C.7
Office, Business, and Professional Services																			
Business support service									P			P	P	P	P				16.03.030.C.8
Office, business									P/C			P/C	P			P			16.03.030.C.9
Office, contractor-related business									P/C			P/C	P	P	P	P			16.03.030.C.9

Professional research service														P	P	P			
TV and radio broadcasting station														P	P	P			
General Services																			
Commercial studio									P			P	P	P	P	P			16.03.030.C.10
Instructional service									P			P	P	C	C				16.03.030.C.11
Laundry, industrial														P	P				
Personal service									P	P	P	P	P	P					16.03.030.C.12
Recreation and Entertainment																			
Health and fitness facility - wellness focus									P			P	P	P	P	P			16.03.030.C.13
Outdoor entertainment									P	P	P	P	P						
Performing arts production									P			P	P				C		16.03.030.C.14
Recreation facility, commercial				C	C				P/C	C	C	P	P				C		16.03.030.C.15
Recreation facility, high intensity														P	P				
Ski facility									C	C	C						C	C	16.03.030.C.16
Retail Sales																			
Convenience store									P			P	P	P	P				16.03.030.C.17
Grocery store									P			P	P						16.03.030.C.18
Retail trade									P			P	P	P	P		C		16.03.030.C.19
Transportation																			
Parking facility, off-site									C	C	C	C	C	P	P	P			
Parking, shared									P/C	C	C	P	P	C	C	C			16.03.030.C.20
Truck terminal														P	P				
Vehicles and Equipment																			
Maintenance service facility														P	P		C		

Motor vehicle fueling station														C	C				16.03.030.C.21
Motor vehicle sales														C	C				
Motor vehicle service														P	P				
Repair shop									P	P	P	P	P	P	P				16.03.030.C.22
Industrial																			
Manufacturing and Processing																			
Craft/cottage industry														P	P	P			
Hybrid production facility									P			P	P	P	P				16.03.030.D.1
Industrial design														P	P	P			
Manufacturing														P	P				
Recycling center															C				
Storage and Warehousing																			
Construction material laydown yard														P	P	P			
Off-site snow storage, commercial									P/C			P/C	P/C	P/C	P/C	P/C			16.03.030.D.2
Off-site snow storage, neighborhood	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C		P/C	P/C								16.03.030.D.2
Self-service storage facility														P	P				
Storage yard														P	P	P			
Warehouse														P	P	P			
Wholesale														P	P				
Public and Semi-Public Utility																			
Geothermal utility											C								16.03.030.E.1
Public utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Wireless communication facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	16.03.030.E.2

Accessory																			
Agriculture, urban	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.1
Avalanche protective, deflective, or preventive structure/earthwork	C	C	C	C	C	C	C	C	C	C	C						C	C	
Daycare home	A	A	A	A	A	A	A	A	A	A	A			C				A	16.03.040.B.2
Daycare, onsite employees														A	A	A			
Drive-through facility									P			P	P						16.03.040.B.3
Dwelling unit, accessory	A	A	A	A	A	A	A	A	A	A	A	A	A					A	16.03.040.B.4
Electric vehicle charging station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Energy system, solar	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Energy system, wind	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Equestrian facility, residential	A	A	A	A	A	A	A	A	A	A	A							A	16.03.040.B.5
Fallout shelter	A	A	A	A	A	A	A	A	A	A	A							A	16.03.040.B.6
Guesthouse	A	A	A	A	A	A	A	A	A	A	A								16.03.040.B.7
Home occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.8
Household pets	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16.03.040.B.9
Recreation facility, residential	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A			16.03.040.B.10
TEMPORARY																			
Temporary sawmill																		C	

16.03.030. Use-Specific Standards

A. Residential Uses

1. Dwelling, One-Family

a. All Districts

All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

b. District-Specific Standards

(1) In the GR-L district, two one-family dwellings are permitted on one lot.

(2) In the T district, through the provision of a Conditional Use Permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling. One-family dwellings are prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator

(3) In the CC districts, through the provision of a Conditional Use Permit, the Planning and Zoning Commission may approve a 20 percent increase to the total existing square footage of an existing nonconforming one-family dwelling.

(4) In the RU district, the total number of one-family dwellings shall be limited to five dwelling units. Each dwelling unit shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.

2. Dwelling, Multi-family

a. All Districts

(1) All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

(2) Adequate interior storage space for personal property of the resident of each unit.

(3) For condominium developments:

(A) A maintenance building or room shall be provided of adequate size and location for storage of maintenance equipment and supplies for common areas.

(B) The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.

b. All Other District-Specific Standards

(1) In the GR-L district, multi-family dwellings shall be limited to two dwelling units.

(2) In the GR-H, T, T-3000, T-4000, CC-1, and CC-2 districts, reference §16.04.070 for minimum residential density requirements for new developments or expansions of existing buildings.

(3) In the T, CC-1 and CC-2 districts, community housing units are not permitted within basements.

(4) In the CC-1 district, residential units shall not be located on the ground floor with street frontage.

(5) In the CC-2 district, ground floor residential with street frontage is not permitted for the properties located from the alley west of Main Street to N. 2nd Avenue between 2nd and 5th Streets. See Map A on file with the Administrator.

(6) Multi-family dwellings in the LI districts shall meet the standards in §16.03.030.A.4 below.

(7) In the RU district, multi-family dwellings shall be limited to five dwelling units. Each dwelling unit shall be a minimum of 400 square feet and not exceed 1,200 square feet in size.

3. Work/Live Unit

a. Work/live units in the LI districts shall meet the residential development standards of §16.03.030.A.4 below.

b. All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

4. Residential Development in Industrial Districts

a. Ground Floor

Except deed restricted community housing units approved by City Council in the LI-3, dwelling units shall not occupy the ground floor.

b. Dwelling Units

Unless otherwise specified in this section, up to 50 percent of any light industrial building may be devoted to dwelling units and up to 50 percent of a work/live unit's gross floor area may be devoted to the residential portion of a work/live unit.

c. Individual Units

Except as set forth in the following instances noted herein below, dwelling units shall not be separated in any manner for sale as individual units and may only be leased or rented. The instances where dwelling units may be sold are limited to:

(1) City approved work/live units, as defined in §16.08.020;

(2) Three-story projects in the LI-3 where not less than one-third of the total square footage of housing units includes deed restricted community housing that are for sale consistent with §16.03.030.A.4.j, *Residential Units in the LI-3 District*;

(3) Four-story and five-story projects in LI-2 and LI-3 where not less than two-thirds of the total square footage of housing units includes deed restricted community housing units that are for sale consistent with §16.03.030.A.4.f, *Fourth or Fifth Floor*;

(4) Existing nonconforming single-family dwellings in the LI-1 prior to adoption of City Ordinance No. 85, as enacted on May 27, 1965;

(5) Existing condominiums and work/live units with less than 1,000 square feet of residential gross floor area that have a valid residential Conditional Use Permit prior to the adoption of this section as published.

d. Work/Live Units

In the approval of work/live units, the City shall also find that:

(1) The work portion of the unit meets the definition of work/live unit set forth in §16.08.020, including that the project is subject to City Council approval of a restrictive covenant;

(2) The work unit is:

(A) Suitable for on-site employees, foot traffic/customers, and meets applicable building and fire codes;

(B) Signed and posted with regular hours of operation;

(C) Served by the prominent means of access for the work/live unit; and

(D) Associated with a business license for a use allowed (either conditionally or permitted) in the district.

(3) The residential portion of the living space is accessory to the principal use as a place of work. A finding that the residential space is accessory to the work space shall be based on measurable findings, including but not limited to:

(A) The size of the live portion of the work/live unit is both smaller than the work portion of the unit and, further, the live portion of the work/live unit does not exceed 1,000 gross square feet;

(B) Means of access to the residential portion of the unit is not prominent and, preferably, is located to the side or rear of the property; and

(C) Suitable residential parking that does not interfere with snow removal or the operation of proximate LI uses and, further, is pursuant to the parking and loading requirements set forth in §16.04.050.

e. Size

Dwelling units in the LI district shall be a minimum of 400 square feet. In the LI-1 and LI-2 no individual dwelling unit shall exceed a maximum of 2,000 square feet, contain more than two bedrooms, and all units shall not exceed a mean average of 1,000 square feet.

f. Fourth or Fifth Floor

Buildings proposing a fourth or fifth floor with a qualifying ground floor consistent with the underlying zoning district shall comply with the following minimum criteria:

(1) If dwelling units are to be sold, a minimum of two-thirds of the total square footage of housing units shall be for deed restricted community housing units that are for sale and the deed restricted community housing units shall be designed and administered pursuant to the Blaine County Housing Authority guidelines;

(2) The area designated as light industrial shall be as follows:

(A) The area designated as light industrial shall be a minimum of 25 percent of the gross floor area in four-story buildings.

(B) The area designated as light industrial shall be a minimum of 20 percent of the gross floor area in five-story buildings.

(C) Subject light industrial use shall not be for personal storage by dwelling occupants;

(3) Up to 75 percent of the gross square footage of any four-story building and up to 80 percent of the gross square footage of a five-story building may be devoted to dwelling units; and

(4) Unless otherwise deemed appropriate by the Administrator, common area allocation shall be assessed at a LI to residential ratio of 1:1 for four-story buildings and 2:3 for five-story buildings.

g. Anti-Nuisance and Notice Provisions

(1) The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.

(2) All persons who rent or sublet any residential living unit within the LI district shall provide the tenant, lessee, or subtenant with written notice that such unit is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

(3) Every real estate agent, sales person, broker, and private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such LI districts shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such LI district.

(4) All brochures and other printed materials advertising rental or lease of a living unit within the LI districts shall contain a provision designating that such unit or units are located within the LI district and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the LI district are subordinate and, therefore, junior in nature to the legal light industrial activities within the district.

h. Compliance

Compliance with all applicable Code sections, including among others, the City's parking and loading standards as set forth in §16.04.050, except that if a parking reduction is requested through a Transportation Demand Management Plan per §16.04.050.J, the reduction request shall be submitted to the Administrator and the City Council will determine if such request shall be approved.

i. Conditions of Approval

Conditions including, but not limited to, the following may be attached to the Conditional Use Permit approval:

(1) Access to the residential units relative to design and relationship to light industrial uses, including suitable access consistent with adopted City standards;

(2) Separation of residential and light industrial parking on the site to minimize conflicts;

(3) Restrictions on exterior storage of personal property of tenants;

(4) Certificate of occupancy required prior to occupancy of units;

(5) Fire Department and Planning and Building Department requirements shall be met prior to occupancy;

(6) Snow removal required to ensure utility of residential spaces and non-interference with continuous LI operations;

(7) Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses;

(8) Construction techniques that aid sound proofing and limit externalities of LI noise and use impacts on residences is encouraged;

(9) Provision for and reasonable extension of sidewalks to assure safe pedestrian access; and/or

(10) Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in §§16.03.030.A.4.a through 16.03.030.A.4.i.

j. Residential Units in the LI-3 District

In addition to compliance with the all of the above criteria in this section, residential units in the LI-3 district shall comply with the following minimum criteria:

(1) A minimum of one-third of the total square footage of housing units shall be deed restricted community housing units;

(2) Deed restricted community housing units shall be designed and administered pursuant to the Blaine County Housing Authority guidelines;

(3) The area designated as commercial LI-3 use shall be a minimum of 34 percent of the total floor area. The commercial light industrial use shall not be for personal storage by dwelling occupants; and

(4) Up to 66 percent of any building may be devoted to dwelling units.

(5) Dwelling units shall be a minimum of 400 square feet and shall not exceed 1,400 square feet total and shall contain no more than three bedrooms.

5. Residential Care Facility

a. Residential care facilities shall be prohibited in the Avalanche Overlay district.

b. In the CC-1 district, residential care facilities shall not be located on ground floor street frontage.

c. All dwellings shall be constructed with at least 75 percent of the roof surface higher than seven feet from the grade.

B. Public and Institutional Uses

1. Assembly

a. In the GR-L and GR-H districts, this use shall be limited to religious institutions. No other assembly uses are permitted.

b. In the T district, this use is permitted only permitted for properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.

2. Cultural Facility

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

3. Daycare Center and Daycare Facility

a. All Zoning Districts

(1) Daycare centers and daycare facilities shall be prohibited in the Avalanche Overlay district.

(2) Adequate recreational facilities, as determined by the Administrator or Planning and Zoning Commission, shall be provided.

(3) Sightproof fencing, landscaping and/or additional setback shall be provided between any outdoor play area and adjacent residential uses as deemed necessary by the Administrator or the Commission.

(4) Outdoor play areas and structures shall not be located in the designated front yard.

(5) Outdoor play hours shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday.

(6) Hours of operation shall be limited to 7:30 a.m. to 6:00 p.m., Monday through Friday, unless otherwise approved by the Planning and Zoning Commission through a Conditional Use Permit.

(7) Daycare centers or facilities located within townhouse and condominium developments shall require written approval from the homeowners' association.

(8) The daycare center or facility shall not access from State Highway 75 or Saddle Road.

(9) On site drop off/pick up parking spaces shall be designed to prevent vehicles from backing onto roadways as deemed necessary by the Administrator or the Commission.

b. District-Specific Standards

In addition to the criteria above, daycare centers and daycare facilities in the LI-1 and LI-3 districts shall comply with the following criteria:

(1) On-site employee daycare is only permitted as an accessory use to commercial in the LI districts.

(2) Drop off/pick up parking spaces and play areas shall be fenced or screened from adjacent light industrial uses as deemed necessary by the Administrator or Commission.

(3) The applicant is aware that the use of the property for a daycare center or facility in a LI district can result in conflict with adjacent light industrial uses, that certain aspects of a daycare center of facility may not be compatible with certain light industrial uses, that the light industrial uses may, on occasion or in certain respects, be incompatible with a daycare center or facility, that due to the subordinate and

junior nature of the daycare center or facility to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a daycare center or facility, but the City may impose restrictions on certain aspects of the daycare center or facility as it affects neighboring light industrial uses.

(4) Daycare providers shall provide all current and prospective customers with a letter or brochure that states that the business is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities. A copy of such letter or brochure is to be provided to the City prior to Conditional Use Permit approval.

(5) Any and all advertisements for a daycare center or facility shall state that the business is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

(6) Every real estate agent, sales person, broker, and private party who offers for lease, rent or sale, or shows a parcel of real property and/or structure for lease, rent or sale within such LI district, shall, upon first inquiry, provide the prospective lessee, tenant, or buyer of such real property with written notice that such real property and/or structure is located within such LI district.

4. Golf Course

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. This use is permitted on all other properties in the T district.

5. Semi-Public Use

In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

6. School Residential Campus

a. A development agreement shall be required pursuant to §16.07.020.E.8.

b. Square footage of the building dedicated for residential use, including dormitory and employee housing units and common bathrooms and showers but excluding the common kitchen and circulation areas, shall be less than 50 percent of the total square footage of the building including any basement area.

c. Dwelling units to be occupied by employees of the institution may be located on the ground floor, subject to the terms of the development agreement. Dormitory units shall not be located on the ground floor.

d. Dormitory units may be developed, sized and changed over time as deemed appropriate for occupancy by two or more persons each.

e. Dormitory bathrooms are to be clustered for use by occupants of dormitories.

f. Dormitory kitchen and dining spaces are to be designed to be used in common by occupants.

g. Design review under §16.07.030.C shall be required for a new building, addition to existing building or remodel of the exterior of an existing building.

h. Employee housing units shall not be separated in any manner for sale as individual units.

i. All residential units can be used for occasional use by other nonprofit organizations.

j. Employee housing units shall be a minimum of 400 square feet and shall not exceed 1,400 square feet total and shall contain no more than three bedrooms.

k. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.

l. The institution that provides living space within the mixed use building in the Light Industrial 3 District (LI-3) shall provide the tenant, lessee, or subtenant with written notice that such unit is located within the LI district and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.

m. Conditions including, but not limited to, the following may be attached to the development agreement:

(1) Restrictions on exterior storage of personal property of occupants;

(2) Certificate of occupancy required prior to occupancy of dormitory rooms and living units;

(3) Fire Department and Planning and Building Department requirements shall be met prior to occupancy;

(4) Snow removal required to ensure utility of parking spaces;

(5) Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in this section, or to promote the public health, safety, and welfare.

7. Hospital

In the T district, this use is only permitted for properties with frontage along River Street from S. Leadville Ave. to S 2nd Ave. See Map B on file with the Administrator.

8. Mortuary

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

C. Commercial Uses

1. Veterinary Service Establishment

In the RU district, this use shall only be allowed in conjunction with an equestrian facility.

2. Bar/Lounge

a. In the T-3000 and T-4000 districts, a bar/lounge shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1 and LI-2 districts, bars/lounges shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the Conditional Use Permit.

3. Food Service

a. In the T-3000 and T-4000 districts, food service shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1, LI-2, and LI-3 districts, catering and food preparation is permitted, but restaurants require a Conditional Use Permit and shall not exceed 1,000 square feet and serve no later than 9:00 p.m. unless expressly permitted through approval of the Conditional Use Permit.

c. In the RU district, food service is only allowed as an accessory use.

4. Hotel

a. Hotels may exceed the maximum floor area, height, or minimum open site area requirements of this Code subject to the following review process:

(1) A Planned Unit Development, outlining the requested exceptions to bulk regulations, shall be prepared and approved by the City.

(2) A subarea analysis, addressing the Comprehensive Plan designation for the subarea; impacts of the proposed hotel on the character and scale of the surrounding neighborhood; impacts on proposed height and mass relative to the City's Design Review standards and the PUD standards; and the appropriateness of the subarea for a hotel that exceeds the dimensional standards requirements of the underlying zoning district, shall be prepared and approved by the City.

b. In addition to all other hotel requirements of this Code, the following standards apply to hotels in the T and CC districts:

(1) For hotel developments, community housing calculations apply to all residential units. However, 100 percent of the community housing requirement will be waived only for the residential portion of hotel projects that meet the hotel definition adopted by the City Council.

(2) Hotel developments are required to mitigate employee housing impacts at a ratio of 25 percent of the total number of employees calculated by the following formula: one employee per hotel room or bedroom.

(3) The applicant shall provide an employee housing plan that outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for a mix of employee housing that addresses the range of employees needed to serve the hotel.

(4) The City Council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off-site mitigation, payment of in lieu fees, land in lieu of units, voluntary real estate transfer fees or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include workforce housing on site. The Council has full discretionary power to deny the request.

(5) Hotels shall enter into a development agreement with the city as part of the approval process. The development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives, and remedies if the hotel use ceases, and any other issues the Planning and Zoning Commission or City Council deems appropriate. The development agreement shall follow the public hearing process as outlined in §16.02.050, *Planned Unit Development* (PUD). The development agreement shall be subject to §16.07.020.E.8.

(6) Hotels may build a fourth floor. If a site meets the criteria for five-story hotel site designation, a fifth floor may be built. Five-story hotels may only be approved via a Planned Unit Development (PUD) as outlined in §16.02.050. A property shall meet all of the following criteria to be designated as a five-story hotel site:

(A) Is located in subdistrict A, retail core of the community core district.

(B) Has a minimum lot area of 33,000 square feet.

5. Short-term Rental

Short-term rentals in the Avalanche Overlay district shall comply with the standards in §16.02.060.B.

6. Tourist House

a. In the T district, this use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the CC-1 and CC-2 districts:

(1) Tourist houses shall only be located in existing one-family dwellings.

(2) Additions to the home shall not exceed 20 percent of the existing square footage.

7. Tourist Housing Accommodation

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

8. Business Support Service

This use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

9. Office, Business and Contractor-Related Business

a. In the T district, this use is permitted by right without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map

B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

b. In the CC-1 district, a Conditional Use Permit is required if the use is located on the ground floor with street frontage.

10. Commercial Studio

a. In the T district, this use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the LI districts, commercial studio events shall comply with the following standards:

(1) Events shall be limited to no more than 90 days per calendar year.

(2) Maximum occupancy at any given event shall be limited to less than 100 persons.

(3) Restrooms for patrons shall be available on site and comply with all building and fire code requirements.

(4) Food and beverage may be served only during the operational hours of an actual event, and all necessary permits shall be obtained prior to the event.

(5) Events shall only occur according to the following times:

(A) Monday through Friday: 5:30 p.m. to 12:00 midnight.

(B) Saturday and Sunday: 12:00 noon to 12:00 midnight.

(6) All building and fire code requirements shall be met prior to holding any event.

(7) All events shall be produced by the owner or primary tenant of the property.

(8) The owner or primary tenant of the property shall be present on site for the duration of each event.

(9) The owner or tenant of the property is aware light industrial uses may conflict with commercial studio events. Due to the subordinate and accessory nature of commercial studio events, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a commercial studio event.

11. Instructional Service

a. In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the LI-1 and LI-2 districts, this use shall be permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

12. Personal Service

a. In the T-3000 and T-4000 districts, this use shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

b. In the LI-1 district, this use shall be limited to laundromats and dry cleaning establishments.

13. Health and Fitness Facility - Wellness Focus

In the LI districts, this use shall be permitted on the second floor and above only. For single-story buildings in existence on July 1, 2019 the use is permitted on the ground floor.

14. Performing Arts Production

In the T district, this use is permitted on properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator.

15. Recreation Facility, Commercial

a. In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

b. In the CC-1 and CC-2 districts, all facilities shall be indoor operations only.

16. Ski Facility

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

17. Convenience Store

a. In the LI-1 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Retail in conjunction with manufacturing, warehousing, or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less; no advertising is displayed from windows or building facades; and no access onto a major arterial is allowed if an alternative access is available.

b. In the LI-2 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less;
   (4) Other retail in conjunction with manufacturing, warehousing, or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less.
   (5) Retail uses referenced in (3) and (4), above, shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available.

18. Grocery Store

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

19. Retail Trade

a. In the T district:
   (1) This use shall not exceed 2,500 square feet.
   (2) This use is permitted only on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

b. In the CC-1 and CC-2 districts, this use shall be limited to 36,000 square feet gross floor area and 55,000 square feet net leasable floor area.

c. In the LI-1 district:
   (1) The following forms of retail trade are permitted:
      (A) Equipment rental, including sporting equipment and entertainment equipment;
      (B) Building, construction, and landscaping materials; small engines with associated sales; and
      (C) Retail in conjunction with manufacturing, warehousing, or wholesaling not to exceed 30 percent gross floor area or 800 square feet, whichever is less.
   (2) No advertising is displayed from windows or building facades.
   (3) No access onto a major arterial is allowed if an alternative access is available.

d. In the LI-2 district, the following forms of retail trade are permitted:
   (1) Equipment rental, including sporting equipment and entertainment equipment;
   (2) Building, construction, and landscaping materials; small engines with associated sales;
   (3) Furniture and appliances in conjunction with warehousing not to exceed 18 percent gross floor area or 900 square feet, whichever is less;
   (4) Other retail in conjunction with manufacturing, warehousing, or wholesaling; it is limited to ten percent gross floor area or 500 square feet, whichever is less.
   (5) Retail uses referenced in (3) and (4), above, shall have no advertising displayed from windows or building facades; and no access will be permitted onto a major arterial if an alternative access is available

e. In the RU district, retail trade is allowed as an accessory use.

20. Parking, Shared

a. Shared parking shall comply with the standards in §16.04.050.I, *Shared Parking Reduction.*

b. In the T district, this use is permitted without a Conditional Use Permit on properties with frontage along River Street from S Leadville Ave to S 2nd Ave. See Map B on file with the Administrator. For all other properties in the T district, this use shall require a Conditional Use Permit.

21. Motor Vehicle Fueling Station

Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited.

22. Repair Shop

In the T-3000 and T-4000 districts, this use shall be subordinate to and operated within tourist housing and not to exceed ten percent of the gross floor area of the tourist housing facility.

D. Industrial

1. Hybrid Production Facility

In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

2. Off-Site Snow Storage, Commercial and Neighborhood

a. Conditional Use Permit Required

Conditional use permits are required of all off-site snow storage operations when the project:

(1) Affects greater than ½ acre; or

(2) Has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300 feet of the proposed neighborhood or commercial off-site snow storage operation.

b. General Standards

(1) Commercial and neighborhood off-site snow storage may be allowed on lots containing Floodplain, Avalanche, and Mountain Overlay districts; provided no portion of the off-site snow storage use is located in Floodplain, Avalanche, or Mountain Overlay area on the parcel;

(2) A drainage plan shall be submitted to the Administrator demonstrating how snow melt will be drained entirely on the lot, not into sensitive areas such as floodplains, and not off-site onto public ROWs or neighboring property;

(3) Adequate drainage shall be provided so that snow melt is drained entirely on the lot;

(4) Snow storage piles are subject to a ten-foot minimum setback from property lines and shall not exceed ten feet in height;

(5) Snow storage shall not encroach upon any easement designated for a purpose other than snow storage;

(6) Snow storage shall not conflict with emergency service access, including access to fire hydrants, required to deliver public services to the subject lot or any other lot;

(7) Off-site snow storage is limited to the storage of snow only; storage of equipment related to snow removal is subject to all other applicable regulations in this Code;

(8) The use of bulldozers and other on-site equipment to push piles of snow higher or around on-site shall be equipped with broadband self-adjusting alarms or other OSHA compliant broadband noise reversing alarm beepers;

(9) Hours of operation shall comply with the City's noise ordinance and the times of day when snow and ice may be deposited are limited to 7:30 a.m. to 7:00 p.m. on

weekdays, and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday. Upon written authorization, the Administrator may waive this requirement for a period of not greater than 24 hours after or during a storm event resulting in or expected to result in greater than six inches of snow accumulation occurring;

(10) The storage of snow removed from the right-of-way or property owned by public agencies are specifically exempt from the commercial off-site snow storage requirements set forth herein.

E. Public and Semi-Public Utility

1. Geothermal Utility

Geothermal utilities shall be limited to off-site use.

2. Wireless Communication Facility

a. Purpose

(1) The unique and diverse landscapes and scenic vistas of the city are among its most valuable assets. Protecting these assets will require sensitive placement and design of wireless communication facilities (WCFs) to remain in scale with the character of the community.

(2) This chapter is intended to provide reasonable standards and procedures for the development of WCFs that will serve citizens, the traveling public, and others within the city to:

(A) Preserve the character and aesthetics of areas in close proximity to WCFs by minimizing the visual, aesthetic and safety impacts through careful design, placement, and screening;

(B) Protect the health, safety and welfare of persons living or working in the area surrounding such WCFs from possible adverse environmental effects (within the confines of the Federal Telecommunications Act of 1996) related to the placement, construction or modification of such facilities;

(C) Provide development that is compatible in appearance with allowed uses of the underlying zone;

(D) Facilitate the City's permitting process to encourage fair and meaningful competition and, to the greatest extent possible, extend to all people in all areas of the city high quality wireless communication services at reasonable costs to promote the public welfare; and

(E) Encourage the joint use and clustering of antenna sites and structures, when practical, to help reduce the number of facilities that may be required in the future to service the needs of customers and, thus, avert unnecessary proliferation of facilities on private and public property.

b. District Regulations

(1) Use

The placement, use or modification of any wireless communication facilities at any location within the city is subject to the provisions of this section. WCFs are

permitted in designated zoning districts listed in Table 16-7: Table of Permitted Uses.

(A) Residential Districts

Freestanding WCFs, including lattice towers, are prohibited. WCFs attached to street poles or facades attached to nonresidential buildings are permitted subject to the provisions of this section.

(B) Nonresidential Districts

Lattice tower WCFs are prohibited. Other WCFs are permitted subject to the provisions of this section.

(2) Siting and Facility Type Priorities

(A) Site Selection Criteria

A Master Development Plan is to be created, prior to any WCF permit request, based upon engineering constraints and desired areas of service. WCFs shall be located on the Master Development Plan in the following priority order:

i. Collocation on an existing tower, structure, or building. The applicant shall have the burden of proving that there are no feasible existing structures upon which to locate, as described in §16.03.030.E.2.b(3).

ii. In areas where the existing topography, vegetation, buildings, and other structures provide the greatest amount of screening.

iii. Use of City owned property.

iv. Other nonresidential buildings or vacant nonresidentially zoned land.

(B) Facility Type Preferred

Based on potential aesthetic impact, the order of preference for facility type is as follows: roof attached, facade attached, street pole attached and freestanding tower.

(3) Collocation Requirement

Collocation is considered to be a visually unobtrusive installation method because the equipment is attached to an existing structure. Collocation shall require only an administrative review under the terms of the application procedures in §16.03.030.E.2.c. No new tower shall be permitted unless the applicant demonstrates a good faith effort to collocate on an existing facility including good faith efforts to negotiate lease rights. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antennas may consist of any of the following:

(A) No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;

(B) Existing towers or structures are not sufficiently designed to meet the applicant's engineering requirements as indicated in their Master Development Plan;

(C) Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment;

(D) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna; and/or

(E) The fees, costs or contractual provisions required by the owner in order to share an existing tower or structure, or to adapt an existing tower or structure for share, are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.

(4) Prohibitions

The following are prohibited or restricted within the city:

(A) Lattice towers, prohibited.

(B) Interference with City and public safety communication systems and/or area television or radio broadcast, prohibited.

(C) Freestanding towers within residentially zoned districts, prohibited.

(D) Guywires, restricted. No guywire or other support wires shall be used in connection with such antenna, antenna array or its support structure except when used to anchor the antenna, antenna array or support structure to an existing building to which such antenna, antenna array or support structure is attached.

c. Exempt Communication Facilities

(1) The requirements imposed by this section shall not apply to antennas designed to receive video programming signals from direct broadcast satellite (DBS) services, multichannel multipoint distribution providers (MMDS), or television broadcast stations (TVBS); provided, that all of the following conditions are met:

(A) The antenna measures 39 inches (one meter) or less in diameter.

(B) The antenna, if attached to a building, shall comply with §§16.03.030.E.2.e(2)(A) and 16.03.030.E.2.e(2)(B).

(C) The antenna is attached to a freestanding tower measuring less than 12 feet in height.

(2) The requirements of this Code shall not apply to wi-fi facilities serving an individual building or development or a wireless communications facility that measures less than four cubic feet in size.

(3) Antennas and any wireless communication facility used for public safety located on a public use building shall be exempt from the requirements of §16.03.030.E.2 provided such facility does not exceed ten feet in height above the building roof. Facilities over ten feet in height shall require Design Review approval pursuant to §16.07.030.C.

d. WCF Permit Required

All applications for a WCF permit shall follow the procedure set forth in §16.07.030.G.

e. Standards

(1) Applicability

The standards identified in this section shall apply to all WCFs constructed or located in the city, unless otherwise specified.

(2) Height

WCFs shall not exceed 35 feet in height above the existing or natural grade or the maximum permissible height of the given zoning district, whichever is more restrictive, with the exception of facade and roof attached WCFs as described below:

(A) Roof attached WCFs shall not exceed five feet above the highest portion of the roof membrane. The antenna and support system for whip antennas shall not exceed ten feet above the highest portion of that roof, including parapet walls.

(B) Facade attached WCFs shall not exceed five feet above the facade to which it is attached.

(C) If the height of the structure is in excess of the maximum height allowed within the zone and was legally established, then the combined height of the building and antenna shall not exceed the maximum height allowed by such approval unless determined by the Planning and Zoning Commission to be suitably camouflaged.

(D) Street pole attached WCFs may only extend six feet above the existing street pole as provided in this section. A maximum extension of 15 feet, from the top of the street pole, may be permitted pursuant to standards provided in this section, if a utility disturbance can be clearly demonstrated.

(3) Setbacks

All WCFs shall comply with the building setback provisions of the zoning district in which the WCF is located. In addition, the following setbacks shall be observed:

(A) Street Pole Attached

No setback when constructed within the public right-of-way and under the provisions of §16.03.030.E.2.e(9).

(B) Facade Attached

The maximum projection shall be 18 inches. The location of a WCF on the wall of a legal nonconforming structure is permitted. However, the WCF shall not be located on an exterior wall in a manner that will increase the degree of nonconformity. Additional standards for antennas attached to the facade of structures are listed in §16.03.030.E.2.e(9).

(C) Roof Attached

Roof attached WCFs shall be set back from the edge of the building the height of the antenna and support system as measured from the roof membrane.

(D) Freestanding Tower

Setbacks shall be measured from the base of the tower to the property line of the parcel on which it is located. Towers shall be set back from all property lines 125 percent of the tower height as measured from ground level.

(E) Equipment Enclosure

Underground vaults or aboveground structures shall comply with the setback requirements of the underlying zoning district.

(F) Freestanding WCFs or Equipment Enclosures

No freestanding WCFs or equipment enclosures shall be located between the face of a structure and a public street, bikeway, park, or residential development, except for approved facade attached WCFs located on existing or new permitted structures pursuant to this chapter.

(4) Evaluation Standards

The following design criteria shall be addressed by each applicant seeking WCF permit approval:

(A) Architectural Compatibility

i. All facilities shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening, and camouflage, to be compatible with existing architectural elements and building materials and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objectives.

ii. Colors and materials for facilities shall be chosen to minimize visibility. Facilities shall be painted or textured using colors to match or blend with the primary background.

iii. WCFs located on buildings, walls, or roofs shall blend with the existing building's architecture by painting or shielding with material that is consistent with the design features and materials of the building.

iv. Equipment enclosures of WCFs shall be designed consistent with one of the following design standards. The facility types are listed in order of preferred design.

   (a) Equipment enclosures shall be placed in underground vaults; or

   (b) Equipment enclosures shall be designed consistent with the Design Review requirements in §16.04.080 and this section.

(B) Screening

Landscaping, as described in this chapter, shall be required to screen as much of the support structure and the equipment enclosure as possible. The following standards shall apply to all WCFs. However, if the antenna is mounted flush with the building or on the roof, and other equipment is located inside the existing building, landscaping shall not be required.

i. Support structures and equipment enclosures shall be installed to maintain and blend with existing landscaping on site, including trees, foliage, and shrubs, whether or not used for screening.

ii. Additional landscaping and screening shall be installed to visually screen the support structures and aboveground equipment enclosures. Landscaping and screening shall consist of a combination of trees, foliage, and shrubs of dense spacing in one of the following designs:

(a) A screening wall or fence and a five-foot wide landscape planter located in front of the wall or fence;

(b) A ten-foot wide landscape planter; or

(c) Any combination of existing vegetation, topography, decorative walls/fences, or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping described in this section.

iii. Upon completion, the owner(s)/operator(s) of the facility shall be responsible for the continued maintenance and replacement of all required landscaping and screening materials.

(C) Color

i. WCFs located on buildings, walls or roofs, or structures shall be painted or constructed of materials to match the color of the structure directly behind them to reduce the visibility of the WCF.

ii. To the extent any WCFs extend above the height of the vegetation immediately surrounding it, they shall be painted in a nonreflective light gray, light blue or other hue, that blends with the skyline and horizon.

(5) Facility Lighting and Signage

(A) Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety, or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA. In all instances, the lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties. Lighting shall also comply with all of the City's lighting regulations.

(B) Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications, or other required seals. These signs shall also comply with the requirements of the City's sign regulations.

(6) Access

In addition to ingress and egress requirements of the international building code, access to and from WCFs and equipment shall be regulated as follows:

(A) No WCF or equipment shall be located in a required parking, maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent or functionality of the original design.

(B) The WCF shall be secured from access by the general public, but access for emergency services shall be ensured. Access roads shall comply with Fire Department standards for emergency vehicular access.

(7) Scenic Landscapes and Vistas

(A) Freestanding WCFs shall not be located within open areas that are visible from public roads, recreational areas, or residential development. As specified in §16.03.030.E.2.e(4)(B)ii(a), WCFs shall be installed to blend with existing landscaping and structures.

(B) Any WCF that is located within 300 feet of a scenic vista, scenic landscape or scenic road as designated by the City, in addition to regulations specified in §16.03.030.E.2.e(2), *Height*, shall not exceed the height of vegetation at the proposed location. If the facility is located further than 300 feet from the scenic vista, scenic landscape, or scenic road, §16.03.030.E.2.e(2), *Height*, of this section, shall apply exclusively.

(8) Environmental Standards

(A) WCFs shall not be located in wetlands. WCFs shall also be avoided whenever possible in wetland buffer areas, and disturbance to wetland buffer areas shall be minimized.

(B) WCFs shall not be located in riparian setbacks along watercourses.

(C) WCFs shall avoid locating in the Avalanche Overlay district. Evidence shall be submitted to demonstrate that no location outside the Avalanche Overlay district can accommodate the applicant's proposed antenna as specified in §16.03.030.E.2.b(3), *Collocation Requirement*. WCFs located within the Avalanche Overlay district shall comply with the additional placement standards identified within this Code and provide proof of FCC acceptance of the proposed location.

(D) No hazardous waste shall be discharged on the site of any WCF. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor designed to contain at least 110 percent of the volume of the hazardous materials stored or used on site.

(E) Stormwater runoff shall be contained on site.

(F) WCFs locating within the Floodplain Overlay district shall comply with the additional placement standards as identified within this Code and provide proof of FCC acceptance of the proposed location.

(G) Aboveground equipment for WCFs, exclusive of roof and facade attached WCFs, shall not generate noise in excess of 50 decibels at the property line.

(H) Roof or facade attached equipment for WCFs shall not generate noise in excess of 50 decibels at ground level at the base of the structure closest to the antenna.

(I) The noise standards of this section require measurements by a qualified acoustical engineer.

(9) Facility Upgrade

At the time of modification or upgrade of facilities, existing equipment shall be replaced with equipment of equal or greater technical capacity and reduced in size so as to reduce visual impact.

(10) WCF Specific Standards

Street pole and facade attached WCFs shall meet the following conditions and criteria in addition to the other standards identified in this section:

(A) Facade Attached WCFs

Equipment enclosures shall be located within the structure in which the WCF is placed or located underground if site conditions permit. Otherwise, equipment enclosures shall comply with the design standards listed in §16.03.030.E.2.e(4).

(B) Street Pole Attached WCFs

i. Attachment

Only one WCF shall be permitted on any one street pole. The antenna shall be equal to or less than six feet in height, including the support system, if any. Surface area of an antenna shall not exceed 580 square inches. The antenna shall be either fully concealed within the street pole or camouflaged to appear to be an integrated part of the street pole. An antenna not flush mounted on the side of the street pole shall be centered on the top of the street pole to which it is attached and camouflaged or disguised.

ii. Utility Separation

In the event that a utility located upon the street pole requires vertical separation between its utility facilities and the antenna so attached, the antenna may be raised by a support system to accommodate the separation requirement to an elevation not exceeding an additional 15 feet or the required separation, whichever is less. Any such support shall not be greater in diameter than the existing street pole and shall be designed to blend into the colors and textures of the existing street pole.

iii. Pole Replacement

Existing street poles may be replaced with a new street pole of the same height, dimensions, and appearance as the existing street pole. An antenna located upon the new street pole shall meet the standards for attaching an antenna to an existing street pole, as set forth above.

iv. Equipment Enclosures

(a) Belowground

Belowground equipment enclosures shall not be greater than six cubic feet in volume. An underground equipment enclosure may be connected to an aboveground equipment enclosure for a combined total volume of no greater than 12 cubic feet.

(b) Aboveground

Aboveground equipment enclosures shall not be greater than six cubic feet in volume. No single dimension shall exceed three feet. The equipment enclosure shall be constructed so as to minimize its visual impact. Evergreen landscape planting shall be installed and maintained to completely obscure the visibility of the equipment enclosure from the developed street and adjacent properties. Sight distance clearance shall be maintained for the equipment enclosure and associated landscape per the requirements of this Code.

v. Horizontal Separation

For WCFs located within developed streets, there shall be a minimum horizontal separation of 300 feet between the WCFs of a single licensed carrier and a minimum horizontal separation of 100 feet between the WCFs of any other licensed carrier.

vi. Approval of Encroachment Permit

An encroachment permit shall be approved by the City Council after staff review of the WCF permit application.

vii. Relocation Underground

In the event the utilities located on a street pole are relocated underground, the WCF shall be relocated to another location pursuant to the requirements of this section.

f. Safety

(1) Federal Requirements

All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this chapter shall bring such WCFs into

compliance with the revised standards and regulations within three months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owners' expense.

(2) Antenna Support Structure Safety

The applicant shall demonstrate that the proposed antenna and support structure is safe and the surrounding areas shall not be negatively affected by support structure failure, falling ice or other debris or interference. All support structures shall be fitted with anticlimbing devices, as approved by the manufacturers.

g. Maintenance

(1) Each permittee shall maintain its WCF in a good and safe condition, preserving the original appearance and concealment, disguise or screening elements incorporated into the design at the time of approval and in a manner that complies with all applicable federal, state, and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment and maintenance of landscaping. If the permittee fails to maintain the facility, the City may undertake the maintenance at the expense of the permittee or terminate the permit, at its sole option.

(2) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable City building codes and the applicable standards for towers that are published by the EIA. If, upon inspection, the City concludes that the tower fails to comply with such codes or standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within 30 days constitutes grounds for the removal of the WCF at the owner's expense.

16.03.040. Accessory and Temporary Uses

A. General Standards for Accessory Buildings and Uses

1. The accessory use or structure shall be incidental to and customarily associated with the principal use or structure served.
2. The accessory use or structure shall be subordinate in area, extent and purpose to the principal use or structure served.
3. No accessory use or structure shall be constructed or established on any lot prior to the time of construction of the principal structure to which it is accessory. This section shall not be construed to govern the sequencing of a construction project in which both the principal and accessory structures are to be built simultaneously.
4. Total building coverage of all accessory buildings shall not exceed the building coverage of the principal building. An exception to this standard may be granted by the Administrator.

5. Accessory buildings and structures that do not require a Building Permit are not subject to setbacks, except sheds which shall require a minimum setback of three feet from any property line.
6. All accessory structures, except for fences/hedges/walls/retaining structures, may not be located nearer than three feet to any lot line.
7. Detached accessory buildings shall have their setbacks based upon their own building height, not the principal building on the subject property.
8. In-ground pools that are one foot or less in height, as measured from existing grade, may occupy setbacks, provided a minimum three-foot setback is maintained from the pool apron or splashguard.

B. Additional Standards for Specific Accessory and Temporary Uses

1. Agriculture, Urban

The cultivation of vegetables, fruits, flowers, honey, and eggs are subject to the following provisions:

a. Chickens

(1) The production of eggs and keeping of chickens shall only be allowed as an accessory use to one-family detached dwellings.

(2) A maximum of eight chickens are permitted on any one lot. Roosters are prohibited except as allowed in the Agriculture and Forestry District.

(3) Chicken coops shall be located in a fully enclosed rear yard and shall be set back at least five feet from side and rear property lines.

(4) Chicken coops shall not be attached to residential buildings.

b. Keeping of Beehives

All apiaries kept within the city shall conform to the following standards and conditions:

(1) An apiary is prohibited on a lot or contiguous lots owned by one owner smaller than 8,000 square feet in area.

(2) An apiary shall consist of no more than two hives on lot(s) that are 8,000 to 11,999 square feet in area, three hives on lot(s) that are 12,000 to 21,779 square feet in area, and five hives on lot(s) that are one-half acre or more in area.

(3) Any apiary shall be maintained only in a side yard or rear yard of a lot or may be maintained on rooftops.

(4) Honeybees shall be kept in hives with removable frames and shall be kept in sound and usable condition.

(5) Hives shall be placed no less than seven feet from any property owned by a person or entity other than the owner of the real property with the apiary.

(6) The beehive ingress/egress shall be oriented inward toward the property on which it is located and not oriented toward a neighboring property.

(7) Hives shall not be placed within 30 feet of any dwelling unless the owner of such dwelling has given written consent for hive placement. In the event a dwelling on an adjacent property is constructed after the establishment of an apiary and the apiary

is within 30 feet of the new constructed dwelling, the beekeeper shall obtain the written consent for the hive placement. If written consent cannot be obtained, the hive(s) shall not be located within 30 feet of the dwelling or shall be immediately removed.

(8) If any hive is located within 30 feet of a property owned by a person or entity other than the owner of the real property with the apiary, a fence, closed hedge, building or other impervious barrier no less than six feet high and 20 feet in length shall be located between the hive and the adjacent property line. The hive shall be located in the approximate midpoint of the 20-foot long barrier.

(9) Hives kept on rooftops are exempt from the requirements of paragraphs (7) and (8) above but shall not be visible from view from a public street, excluding alleys.

(10) A fresh water supply shall be maintained at all times, except during winter months when the bees are hibernating, within 25 feet of the apiary on the real property with the apiary in order to prevent the bees from congregating at neighboring water sources.

(11) No species or subspecies of bee shall be kept in the apiary other than Apis mellifera.

(12) Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(13) If a colony within the apiary exhibits aggressive behavior or when the colony includes Africanized bees, such as Apis mellifera scutella, the beekeeper or owner of the real property with the apiary shall promptly remove or requeen the colony.

(14) All hives shall have a legible identification label securely fastened thereupon bearing the name and telephone number of the beekeeper who owns the hive.

(15) All apiaries shall comply with the Idaho State Bee Inspection Law and other applicable state laws.

(16) All apiaries are subject to inspection at any time by the Administrator to ensure compliance with the standards of this section. The owner of real property with an apiary is deemed to have given consent to an inspection by the Administrator for the purpose of ensuring compliance with this section.

c. Gardens, Vegetables, Fruits, and Flowers

(1) The cultivation and storage of vegetables, plants and flowers is allowed as an accessory use to any principal use and is permitted on vacant lots in all zoning districts for personal consumption and may include production by members of a neighborhood or by a nonprofit organization.

(2) Produced products may be sold off site in small quantities.

2. Daycare Home

Daycare homes shall be prohibited in the Avalanche Overlay District.

3. Drive-Through Facility

a. Drive-throughs are not allowed in association with food service establishments.

b. In the T district, this use is only permitted on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

4. Dwelling Unit, Accessory

a. Accessory Use

Accessory dwelling units are only permitted as an accessory use to a one-family dwelling.

b. Unit Size Restrictions

Accessory dwelling units shall contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space.

c. Maximum Building Coverage

The maximum building coverage of an accessory dwelling unit, together with the principal dwelling unit, shall be the coverage requirements of the underlying zoning district. An increase in maximum building coverage of no greater than five percent shall be granted for the construction of a new accessory dwelling unit. This coverage increase shall not apply to the Community Core District.

d. Parking

Accessory dwelling units do not require off-street parking.

e. Storage

A minimum of 50 square feet of designated storage, exclusive of typical interior closets, including but not limited to entryway, bedroom, or linen closets, shall be provided for all accessory dwelling units.

5. Equestrian Facilities, Residential

a. Riding horses for use of occupants of a lot and their guests may be kept as permitted accessory uses, provided at least one-half acre on the lot or adjacent lots is exclusively available for the first horse, and one-fourth acre is exclusively available for each additional horse. Any corral shall be at least 50 feet from any property line.

b. In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

6. Fallout Shelter

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

7. Guesthouse

In the T district, this use is prohibited on properties with frontage along River Street from S. Leadville Ave. to S. 2nd Ave. See Map B on file with the Administrator.

8. Home Occupation

A home occupation shall be allowed as a permitted accessory use in all zoning districts, provided all of the following conditions are met:

a. Such use shall be carried on only by the inhabitants living on the lot;
b. Such use shall be clearly incidental and accessory to the use of the dwelling for dwelling purposes and shall not change the character of the dwelling;
c. The total area used for such purposes shall not exceed 25 percent of the floor area of the user's dwelling unit;
d. There shall be no exterior advertising other than identification of the home occupation;
e. There shall be only incidental sale of stocks, supplies or products conducted on the premises;
f. There shall be no exterior storage on the premises of material or equipment used as part of the home occupation;
g. There shall be no offensive noise, vibration, smoke, dust, odors, heat, or glare noticeable at or beyond the property line;
h. A home occupation shall provide additional off-street parking area adequate to accommodate all needs created by the home occupation;
i. In particular, a home occupation may include, but is not limited to, the following, provided all requirements contained in this chapter are met: art studio, dressmaking or millinery work, professional office, office for insurance or real estate sales, teaching, the renting of rooms to not more than two persons per dwelling, beauty parlors; and
j. A home occupation shall not be interpreted to include the following: animal hospital, nursing home, restaurant, or tourist home.

9. Household Pets

A maximum of four household pets shall be permitted per dwelling unit, unless the applicant obtains a kennel permit through the Police Department. Household pets kept in aquariums, terrariums and cages shall not be limited in number, shall be clearly incidental and accessory to the residential use and shall not be permitted for commercial purposes.

10. Recreational Facility, Residential

In the LI districts, this use is prohibited except for residents and guests of a particular residential development.

Chapter 16.04 Development Standards

16.04.010. Purpose

The purpose of this chapter is to provide standards that regulate the physical layout and design of development within Ketchum to ensure the protection of the health, welfare, safety, and quality of life. These standards address the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the Comprehensive Plan.

16.04.020. Access, Connectivity, and Circulation

A. Standards Adopted

The City adopts as standards for approval and design, construction, cutting, and repair of private driveways or roads and streets, public and private; the design consisting of general conditions, design criteria, standard specifications, and standard drawings. Any person designing, constructing, cutting, or repairing any private driveway, road, or street, public or private, in the city, or establishing streets within subdivisions or other developments within the city, shall conform to this section and the standards as set forth in this section.

B. General Conditions

1. General

a. Design criteria, standard specifications and standard drawings contained in this section are minimum standards for general use within the city. Other designs may be developed for special situations as required by the City, and all such special plans must be approved by the City.

b. The standards shall apply to all new construction and reconstruction of private driveways or public and private streets and roads, and to all streets and roads proposed for dedication to the public, except those streets and roads that are the responsibility of the state, the county, or other jurisdiction.

2. Construction Permit

a. Before beginning any construction within the City street right-of-way, or construction of any new private driveway or street, public or private, the contractor or developer shall file an application with the City and be issued a construction permit, and all such construction shall be in conformance with this section.

b. All construction within the City right-of-way or proposed right-of-way is subject to inspection by the City, and the City reserves the right to reject any construction completed prior to issuance of a construction permit or approval of construction plans or construction not in compliance with City standards.

3. Construction Plans

a. Before beginning construction within the City right-of-way or proposed new street construction, the developer or contractor shall submit to the City a construction permit application, together with construction plans.

b. The application for a construction permit shall contain the following information:

(1) Name and address of the owner of the land upon which the construction work shall be done.

(2) Name and address of the developer.

(3) Name and address of the contractor or contractors.

(4) Bona fide estimated cost of construction.

c. The construction plans shall be prepared by a professional engineer registered in the state and shall include the following information:

(1) Alignment and profile of all streets.

(2) Location of all underground utilities including alignment and depths.

(3) Location, size, and type of all drainage structures.

(4) Connections to existing streets, drainage facilities, and all utilities.

(5) Adequate dimensions and details for accurate construction of all roadway features.

(6) Adequate specifications to assure proper materials and workmanship to attain construction with design criteria, standard specifications, and standard drawings.

d. The City may require additional information and/or construction plans as deemed necessary to properly understand and evaluate the permit application and issue the permit requested.

C. Design Criteria

1. Right-of-way

a. All street rights-of-way shall be at least 60 feet unless otherwise approved by the City Council. Additional widths may be specified by the City. Greater widths will be required for cul-de-sacs. All rights-of-way intended for public street maintenance shall be dedicated to the public as provided for in the Idaho Code. All alleys shall have a minimum right-of-way width of 20 feet. All private streets shall have a minimum right-of-way equal to the width of the street improvements, including, but not limited to, curb and gutter, utilities, and snow storage, or as otherwise approved by the City Council. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council.

b. Gates are prohibited on public street rights-of-way, unless approved by City Council.

2. Street Widths

a. Local streets and roads directly serving dwelling units and with no through or collector traffic intended on them shall have a minimum paved width of 26 feet.

b. Minor streets and roads serving to collect traffic within residential and other areas for distribution outside the area shall have a minimum paved width of 26 feet.

c. Collector streets and roads intended to connect major districts within or adjacent to the city shall have a minimum paved width of 41 feet.

d. Arterial streets and roads intended for fast heavy traffic volume shall have a minimum paved width of 44 feet with a minimum right-of-way of 80 feet.

e. The unobstructed, all weather surface of a private street shall not be less than 20 feet nor wider than 30 feet unless otherwise approved by the City Council.

3. Street Locations

a. Streets are to be arranged in proper relation to topography so as to result in usable lots, safe streets, and acceptable gradient. Grades shall not exceed seven percent.

b. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new subdivisions unless otherwise approved by the City.

c. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that such streets extend to the boundary lines of the tract to facilitate the future extension of such streets into adjacent areas. A reserve strip may be required and held in public ownership.

d. Minimum sight distance shall be 200 feet for residential streets and 300 feet for collector and arterial streets.

e. Streets shall be located horizontally and vertically so as to assure positive and effective drainage of storm and other surface waters. Subsurface waters shall be accommodated by approved drains and other facilities as determined necessary by the City.

f. Horizontal alignment shall be designed pursuant to AASHO, geometric highway standards for the design speed of the proposed roadway. All curves shall be simple curves, and super elevation shall not exceed six-hundredths foot per foot. Unless otherwise specified by the City, the design speed shall be 35 miles per hour.

4. Intersections

a. Streets shall intersect at 90 degrees or as close as possible to 90 degrees, and in no case shall streets intersect at less than 70 degrees.

b. No more than two streets shall cross at any one intersection.

c. Intersections shall be located on a relatively flat grade with appropriate drainage slope. The flat section shall extend a minimum of 75 feet each way from the center of the intersection. Maximum of two percent intersection grade will be allowed.

d. Minimum clear sight distance at all intersections shall permit vehicles to be mutually visible when each is a minimum of 100 feet from the center of the intersection.

e. Intersections shall be clearly visible a minimum of 200 feet from the center of the intersection from all roadways.

5. Cul-de-sacs

A cul-de-sac, court, or similar type street shall have a maximum length of 400 feet from entrance to center of the turnaround, and all cul-de-sacs shall have a minimum turnaround radius of 60 feet at the property line and not less than 45 feet at the curb line.

6. Street Names

Street names will not duplicate any existing street name within the city, except where a new street is a continuation of an existing street. Street names that may be spelled differently but sound the same as existing street names shall not be used. All street signs shall be approved by the City and placed at the expense of the developer.

7. Easements

a. Unobstructed utility easements shall be provided along front lot lines, rear lot lines, side lot lines or other appropriate locations deemed necessary by the subdivider or the City to accommodate installation of utilities. Easement widths shall not be less than five feet. In addition, unobstructed drainageway easements shall be provided as required by the City.

b. Pedestrian and bike paths may be required where deemed necessary for the City to provide for orderly and safe control of pedestrian or bicycle traffic. Construction shall be pursuant to §16.04.020.D.11, *Bicycle and Pedestrian Paths.*

8. Ballast Thickness Design

a. Minimum pavement thickness shall be as shown below and in drawing one of standard drawings:

Table 16-8: Minimum Pavement Thickness

Subbase Soils and Road Type	*Minimum Compacted Thickness (Inches)*		
	Asphalt Concrete	Base Aggregate	Shale
Granular			
Subbase	3.0	4	6
Driveway	2.0	4	6
Residential	3.0	4	6
Collector	3.0	4	6
Arterial	3.0	4	6
Fine Grained Subbase [1]			
Driveway	2.0	4	6
Residential	3.0	4	1
Collector	3.0	4	8
Arterial	3.0	6	8

Notes:
[1] Fine grained subbase" is defined as silt and clay material.

b. Street types are defined as follows:

(1) Residential: Serving dwelling units with no heavy, through, or collector traffic.

(2) Collector: Those collecting traffic for distribution outside the area.

(3) Arterial: Those connecting major districts.

(4) Driveway: A nondedicated access on public or private property for not more than four dwelling units.

c. The paving thickness design shown above should be regarded as a minimum design. Detailed soils and traffic investigations and thickness designs shall be performed by a registered professional engineer.

d. The full ballast depth shall be placed over a stabilized subbase. Additional shale may be required to stabilize the subbase.

e. A fog seal consisting of a diluted emulsified asphalt may be applied at a rate of twelve-hundredths gallon per square yard to all new or reconstructed streets.

9. Cut and Fill Slopes

Maximum side slopes in cuts and fills shall be as shown on "cut and fill slope table" on drawing one of the standards.

10. Drainage Plans

a. Minimum allowable culvert size shall be 12-inch diameter. For all platted developments or other development affecting natural drainageways, the engineer shall submit plans showing general details of the proposed drainageway culvert locations, size, and other pertinent data.

b. Included shall be a hydraulics study wherein pipe sizes and locations are designed with adequate capacity to accommodate a 25-year storm flow.

11. Erosion Protection

For all platted developments or other new developments affecting natural drainageways, consideration shall be given to providing siltation ponds, check structures, and other devices where appropriate for erosion control. Cut and fill slopes exceeding eight feet in width, measured along the ground perpendicular to the road, shall be seeded and mulched pursuant to the standard specifications or as approved by the City.

12. Private Driveways

a. Application for approval of a proposed private driveway shall be made to the Planning and Building Department on forms provided by the City. Driveways existing as of the Effective Date that do not conform to the standards and criteria contained in this section shall not be required to comply with this section until such time as such existing driveways are proposed to be expanded, extended, widened, or otherwise improved, not including resurfacing only.

b. Information to be provided along with such application shall include, but not be limited to scaled plans of the proposed private driveway showing:

(1) Turning radii;

(2) Final grades;

(3) Turnaround for fire and emergency vehicle apparatus, if required;

(4) Profile illustrating cuts and/or fills required to achieve the proposed final grades;

(5) The subject property and proposed building site/envelope;

(6) Relationship to adjacent property;

(7) Topography; and

(8) Dimensioned widths and lengths.

c. All applications for private driveways shall be reviewed and acted upon following consideration by the City of the following criteria as they apply to each proposal:

(1) Hillside impact;

(2) Preservation of rock outcrops;

(3) Historical significance of affected properties;

(4) Extent of cuts and/or fills;

(5) Impact on or through slopes of 25 percent or greater;

(6) Comprehensive Plan;

(7) Aesthetic impacts;

(8) Rock removal;

(9) Visibility;

(10) Exposure to sun;

(11) Curves;

(12) Number of homes served;

(13) Drainage; and/or

(14) Other applicable ordinances.

d. The City staff may act on applications for the following categories of private driveways, unless it is determined necessary to forward such application to the City Council for final determination:

(1) Private driveways up to and including seven percent grade, regardless of length; and

(2) Private driveways up to and including ten percent grade and where the furthest point of the structure is less than 150 feet from the street, or, more specifically, the closest point that fire and emergency apparatus can reach with satisfactory turnaround or egress from the site.

e. The City Council shall receive and act on the following categories of private driveways, with input from City staff and any other sources deemed necessary:

(1) Private driveways with grades from seven percent up to and including ten percent where the distance between the furthest point of the structure is greater than 150 feet from the street, or, more specifically, from the closest point that fire and emergency apparatus can reach with satisfactory turnaround or egress from the site;

(2) Private driveways with grades over ten percent, regardless of length; and

(3) Private driveways of any grade and regardless of length that traverse slope(s) of 25 percent or greater and that require extensive cuts and/or fills to construct.

f. The City Council may require that neighboring property owners shall be notified prior to its final determination on any application it considers.

g. The City may conceptually approve a plan for a private driveway, provided all standards contained in this section are met prior to an application for a Building Permit being submitted. However, final approval by the City for such private driveway will be necessary prior to issuance of a Building Permit and prior to commencement of construction. Depending on the impact of the design, location, etc., of the proposed structure for which a Building Permit is being sought, the conceptual approval of a private driveway may be modified by the City to assure compliance with such standards and with other applicable City ordinances.

h. Construction of a private driveway shall not commence until the City has received an application for a Building Permit for such property to be accessed and after such permit has been properly issued by the City.

i. All private driveways shall be designed to meet the following minimum standards. More stringent criteria may be specified by the City when such is deemed necessary due to special circumstances, including, but not limited to: traffic volumes, sight distance, drainage problems, aesthetics, and driveway usage frequency.

(1) Limitation on Access

Private driveways shall access no more than four single-family dwelling units.

(2) Width

(A) The unobstructed, all weather surface of a private driveway shall not be less than 12 feet.

(B) The unobstructed, all weather surface of a private driveway shall not be greater than 35 percent of the linear footage of any street frontage or 30 feet, whichever is less, unless otherwise approved by the City Engineer.

(C) Comer lots that front two or more streets may select either or both streets as access and shall meet the provisions above.

(D) When calculating the maximum allowed driveway width for flag lots, the flag portion of the lot fronting the street, along with the front property line as defined in this Code shall be the linear footage.

(3) Turnarounds

Turnarounds adequate for fire apparatus and emergency vehicles may be required by the City depending on the length of the driveway, other factors, and other applicable ordinances.

(4) Aprons

All private driveway aprons shall be constructed with a radius of not less than ten feet.

(5) Skew Angle

All private driveways shall be constructed with an approach skew angle between 60 degrees and 120 degrees, preferably 90 degrees.

(6) Location

All private driveways shall be located where they do not create undue interference or hazard to free movement of normal roadway traffic or pedestrian traffic and provide necessary off-street parking. All private driveways accessing onto collector or arterial roadways shall be designed with turnarounds to eliminate the necessity for backing onto the roadway.

(7) Surfacing

Private driveway surfaces shall be constructed of gravel or hard surfacing with sufficient base to support anticipated loads as required by §16.04.020.C.8, *Ballast Thickness Design.* All gravel gradation shall be such to permit compaction and minimize raveling of aggregate onto the roadway surface. When deemed necessary by the City, the property owner will be required to furnish and place bituminous surfacing within the roadway right-of-way.

(8) Drainage

No private driveway shall drain onto the paved portion of any public or private roadways. Private driveways shall be constructed so as to not impair the drainage within the public or private right-of-way, alter roadway subbase stability or damage adjacent roadway features. Unless specifically deleted by the City, culverts shall be installed under all approaches in the ditch line. Culvert type shall conform to the City street standards. All culverts shall include an approved apron at each end.

(9) Gradient

Private driveway grades shall not exceed two and one-half percent for at least 20 feet beyond the roadway shoulder line in order to provide a safe stopping area. A uniform transition from this stopping area to the remainder of the approach will be required.

(10) Construction Signing

The owner shall provide all necessary signs, barricades and other traffic control devices deemed necessary by the City to permit construction of the approach and protection of vehicles and pedestrians.

j. Gates are prohibited on private roads, private access/entranceways and private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit.

13. Sidewalk, Curb and Gutter

a. General Standards

(1) Public sidewalks, curbs and gutters shall be constructed at the private property line but within the public street right-of-way, unless otherwise approved by the City, or within an easement granted to the City for such public sidewalk and/or other compatible use.

(2) The Planning and Building Department shall inspect grade and compaction of soil prior to placement of the sidewalk material or concrete curb and gutter.

(3) All sidewalks shall be scored at five-foot intervals and shall be provided with expansion joints every ten feet and where sidewalks abut other structures.

(4) A three-foot wide ramp for the handicapped shall be provided at all street corners with a maximum one to 18 slope. Ramps may be required at other locations within a block to provide necessary and adequate handicapped access.

(5) All sidewalks shall have two percent cross slope. Slope from centerline of the road to the gutter shall be two percent. Sidewalks with grades in excess of ten percent shall be stepped or built as approved by the City.

(6) Sidewalks shall be five feet wide, except specifically as follows, in order to accommodate heavy pedestrian circulation: Sun Valley Road and Main Street within CC district, shall be eight feet in width; and Skiway Drive, Lloyd Drive, Gates Road, Jane Lane, Ritchie Drive and Howard Drive shall be seven feet in width, unless otherwise required or approved by the City Council.

(7) Sidewalks may be constructed of concrete, board or concrete pavers of a color and shape specified by the City, except specifically as follows, in order to achieve the aesthetic appearance as well as function desired along strong pedestrian routes: Skiway Drive, Lloyd Drive, Gates Road, Jane Lane, Ritchie Drive and Howard Drive shall be constructed of concrete pavers, unless otherwise required or approved by the City Council.

(8) All curbs and gutters shall be constructed of cement concrete.

(9) A plan of proposed sidewalks, curbs and gutters shall be submitted for approval by the Planning and Building Department. The plan shall be to scale and shall show sufficient detail describing, but not limited to, the following:

(A) Direction of drainage;

(B) Existing and proposed street drains;

(C) Approximate elevations of gutter in inches below crown of road at intervals required by the Planning and Building Department;

(D) Approximate grade of gutter and walk;

(E) Dimensions of sidewalk length and width; and

(F) Materials to be used.

(10) Leveling course and/or aggregate base, as specified by the City, shall be placed between the edge of the roadway asphalt and edge of gutter prior to completion of any and all sidewalk, curb, and/or gutter improvement. The course and base shall be in compliance with §16.04.020.D.8, *Road Cutting and Repair.*

b. Payment in Lieu

In the CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 districts, sidewalks, curbs, and gutters shall be designed and constructed by the applicant when there is new construction or when an existing building is altered or changed and such modifications require a Building Permit and the cumulative improvement within a three-year time frame constitutes a "substantial improvement", pursuant to standards as established by the City as to type, location, and grade.

(1) Administration

(A) Any person required to install sidewalk, curb and gutter may submit to the Administrator, as part of the Design Review or Building Permit process, a request for consideration of in lieu payment. Such requests shall include:

i. A description of the property addressing the above listed criteria.

ii. A design plan for construction of sidewalk, curb, and gutter, together with the estimated cost of construction.

iii. A written request to consider in lieu payment.

(B) Such requests shall be considered by the Planning and Zoning Commission for proposals requiring Design Review, and by the Administrator for proposals not requiring Design Review. A recommendation shall be made by the Commission or the Administrator after consulting with the City Engineer and the Streets and Facilities Department.

(C) These recommendations will be forwarded to the City Council for final approval.

(D) Upon approval of the design plan and estimated construction cost by the Council, the estimated cost of the construction shall be paid.

(E) Each in lieu payment shall be credited by the City against any subsequent assessment(s) against the property, and only the amount of the assessment remaining after deduction of the credit shall be due and payable by the owner of the property pursuant to law.

(F) In lieu payments collected shall be maintained in a separate account by the City Clerk and used solely for construction of sidewalks, curbs and gutters at locations deemed appropriate by the City.

(G) Each person providing in lieu payment for sidewalk, curb, and gutter shall also sign an agreement with the City setting forth the terms of this Code, together with such other terms and conditions as may be reasonably required in order to meet the spirit and intent of this Code or otherwise required by law.

(2) Criteria for Payment In Lieu

A payment shall be made to the City in lieu of providing required sidewalks, curbs, and gutters; provided, that one or more of the following criteria are met:

(A) The Planning and Zoning Commission determines that the physical characteristics of the site, due to existing features such as steepness of slope, proximity to waterways, wetlands, or other characteristics would cause the installation of sidewalk, curb, and gutter to be detrimental to the natural environment and/or impractical;

(B) The Planning and Zoning Commission determines that presence of mature trees or other natural features on the site would cause the installation of sidewalk, curb, and gutter to be impractical or undesirable;

(C) The Planning and Zoning Commission determines that sidewalk, curb, and gutter are not compatible with the City's long term pedestrian/circulation plan for the street or the area;

(D) The Planning and Zoning Commission determines that the current and planned future condition of adjacent City rights-of-way indicate that sidewalk, curb, and gutter are incompatible; or

(E) The Planning and Zoning Commission determines that another public amenity, such as a bicycle lane, is preferred over sidewalk, curb, and gutter.

14. Excavation

D. Standard Specifications

1. General Construction Responsibilities and Procedures

a. Fire prevention and Protection

The contractor shall perform all work in a fire safe manner, and shall supply and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. The contractor shall comply with applicable local and state fire prevention regulations and, where the regulations do not cover, with applicable parts of the national fire prevention standard for safeguarding building construction operations (NFPA no. 241).

b. Public Safety and Convenience

(1) The contractors shall comply with all rules and regulations of the City, state, and county authorities regarding the closing of public streets or highways to use of public traffic. No road shall be closed to the public except by express prior written permission of the City. The contractor shall conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits and protect all obstructions within traveled roadways by approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in a safe and adequate manner.

(2) The contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. It shall be the sole responsibility of the contractor to furnish, place and maintain those barricades, barriers, lights, flares, danger signals and watchmen as are necessary to protect the persons and property of the traveling public. All barricades and obstructions shall be protected at night by signal lights that shall be suitably distributed and kept burning from sunset to sunrise.

(3) Whenever the contractor's operations create a hazardous condition, they shall furnish flagmen and guards as necessary or as ordered by the City to give adequate warning to the public of any dangerous conditions to be encountered and equip flagmen and guards, while on duty and assigned to give warning to the public, with approved wearing apparel and red or orange flags that shall be kept clean and in good repair.

c. Access For Police, Fire and Postal Service

(1) The contractor shall notify the Fire Department and Police Department before closing any street or portion of street, and no closing shall be made without the prior written approval of the departments. The contractor shall conduct operations so as to cause minimum interference with the fire station access and at no time block or prevent such access.

(2) The contractor shall leave their night emergency telephone number or numbers with the Police Department so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

(3) The contractor shall maintain postal service facilities pursuant to the requirements of the U.S. Postal Service. The contractor shall move mailboxes to temporary locations designated by the postal service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

d. Responsibility for Utility Property and Services

(1) At points where the contractor's operations could cause damage that might result in considerable expense, loss, and inconvenience when their operations are adjacent to or near telephone, television, power, oil, gas, water, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection of such systems have been made by the contractor;

(2) The contractor shall notify all utility offices that are affected by the construction operation at least 48 hours in advance. Under no circumstances shall the contractor expose any utility without first requesting permission and being granted to do so from the affected agency. Once permission has been granted, the contractor shall locate, if necessary, and expose all existing underground utilities in advance of the trenching operation;

(3) In the event of interruption to domestic water, sewer, storm drain, or other utility service as a result of accidental breakage, or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority and cooperate with such authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

e. Land Monuments

(1) The contractor shall preserve or replace all existing federal, state, City, county, and private land monuments.

(2) Additional monuments as deemed necessary by the City shall be established as part of the street construction. All monuments shall be set by a licensed surveyor.

f. Utility Markers

The contractor shall protect all sewer and water service markers. Any destroyed or damaged markers shall be accurately relocated by the contractor at the contractor's expense to the satisfaction of the Utilities Department.

g. Access by Officials

Authorized representatives of the City shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

h. Cleanup

(1) The contractor shall at all times during the work keep the premises clean and orderly. They shall promptly remove all waste materials and rubbish.

(2) Upon completion of the work, all materials, equipment, and appurtenances not required as a part of or appurtenant to the completed facility shall be completely removed.

i. Guarantee

(1) The developer and contractor shall jointly and severally guarantee the quality and durability of all work for the time periods specified within the applicable section of the standards specifications.

(2) The City may request the developer or contractor to post a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

j. State Standards

All construction within the City right-of-way and proposed new street construction shall comply with Idaho standards for public works construction, January 1984, as amended.

2. Earthwork

a. Scope

This section consists of earthwork including construction of subbase, compacted backfill for pipes and structures and borrow.

b. Materials

(1) Earth Backfill

Excavated material free from roots, debris, and other deleterious material to be approved by project engineer.

(2) Gravel Backfill

Six-inch minus river run or pit run gravel, free from clay balls, roots and organic material, reasonably uniform gradations from coarse to fine, containing sufficient fines for compaction as specified. Select material from site excavation meeting the above requirements may be used, as approved.

(3) Crushed Gravel for Footings and Slabs

One inch minus crushed gravel or crushed rock, free from dirt, clay balls and organic material, uniformly graded from coarse to fine, containing sufficient fines for proper compaction.

(4) Borrow

Clean granular material, free from roots or organic material. Submit samples for approval prior to delivery of any borrow material.

c. Workmanship

(1) Clearing and Grubbing

Existing trees, brush, stumps, bushes, and waste material shall be removed from the site. Care shall be taken to prevent damage to adjacent trees that are to remain. Burning will not be permitted.

(2) Removal of Topsoil

Prior to beginning excavation or fill, remove the topsoil to a depth of six-inches for future use. Topsoil shall be removed where structures or roads are to be constructed.

(3) Subgrade

(A) Subgrade shall be excavated and shaped to line, grade and cross section shown on the plans. The subgrade shall be compacted to 95 percent of maximum density as determined by AASHO T-99. All soft spots or otherwise unsuitable material shall be removed and replaced with suitable material.

(B) The subgrade shall be watered or aerated as necessary to obtain optimum moisture content as determined by AASHO T-99.

(C) The subgrade shall be finished to within one-tenth foot of the grade and cross section as shown on the plans.

(D) Compaction equipment shall be of the size and type capable of obtaining specified compaction. Compaction equipment shall be approved by the City.

(4) Construction of Embankment

(A) Embankments shall be constructed from selected excavated material or specified and approved "borrow and material". Embankment shall be constructed to lines and cross section specified in the plans. Fill shall be placed in lifts not to exceed nine inches across the full width of the embankments. Each lift shall be compacted to 95 percent of maximum density as determined by AASHO T-99. Watering or aeration as necessary shall be accomplished to obtain optimum moisture content. Completed embankments shall be dressed to elevations and slopes specified in the plans.

(B) If pipelines are to be placed in the embankment, the embankment shall be constructed to an elevation of two feet above the top of the pipe prior to trench excavation for the pipeline.

(5) Trench Excavation and Backfill

(A) Excavation for the installation of pipes, utilities, and other appurtenances shall be accomplished to the elevation specified on the plans. Where required, shoring shall be used in excavation of trenches.

(B) The pipe or utility shall be bedded and backfilled with material as specified by the utility owner.

(C) Above the pipe, all trenches under structures, sidewalks, roads, parking areas, and similar facilities, backfill shall be placed and backfilled in layers not to exceed one foot. Compaction shall be 95 percent of maximum density as determined by AASHO T-99. Before the last layer is placed, the trench shall be filled with water for future settlement. This water settlement may be deleted by the City if expedient completion of work is advantageous to the City and is in the interest of quality construction.

(D) Mechanical settlement may be deleted where adequate compaction, in the opinion of the City, can be obtained by water settling only.

(E) In other areas, backfill material not exceeding one-half cubic foot in size and intermixed with fine material shall be mechanically pushed into the trench. Excess material shall be neatly windrowed over the trench to provide for future settlement. Any excess or deficiency after the settlement period shall be corrected by regrading or additional material.

(F) Excess excavation shall be disposed at sites designated on the plans or disposal sites arranged for by the contractor.

(G) Any settlement in backfill, fill, or in structures built over the backfill or fill, that may occur within a two-year guarantee period, will be considered to be caused by improper compaction method and shall be corrected at no cost to the City. Any structures damaged by settlement shall be restored to their original condition by the contractor at no cost to the City.

(6) Shoring, Sheeting, and Bracing

The contractor shall furnish and install all shoring, sheeting, and bracing required to support adjacent earth banks and structures and for the protection and safety of all personnel working in the excavations. All shoring, sheeting, and bracing shall conform to the requirements of the state or local agencies having jurisdiction over such matters. The contractor shall remove shoring, sheeting, and bracing in a manner that will protect the workers and prevent caving of banks or damage to property as the excavations are backfilled, as approved by the City.

(7) Removal of Water

The contractor shall provide and operate equipment adequate to keep all excavation and trenches free of water and shall remove all water during the period when concrete is being deposited, when pipe is being laid, during the placing of backfill, unless water settling is required, and at such other times as required for efficient and safe execution of the work. The contractor shall avoid settlement or damage to adjacent property, and the contractor shall dispose of water in a manner that will not damage adjacent property, as approved by the City.

(8) Slab and Footing Gravel

A minimum of six inches of crushed base gravel shall be placed under concrete footings, slabs, and other concrete structures. The base gravel shall be compacted to 95 percent of maximum density as determined by AASHO T-99. Gravel shall be placed over properly prepared and compacted subgrade material.

(9) Structure Backfill

(A) Backfill shall be placed around concrete structures after concrete has attained two-thirds of the specified compressive strength. All form material and trash shall be removed from the excavation before placing backfill. Backfill adjacent to concrete walls or other structures shall be compacted with pneumatic tampers or other approved equipment that will not damage the structure.

(B) Structure backfill shall be compacted in 12-inch maximum layers to 95 percent of maximum density as determined by AASHO T-99.

(10) Nonstructural Fills

Fills not under structures, roads, or other facilities shall be placed in layers not exceeding 12 inches and compacted by routing loaded trucks or construction equipment over the fill in such a manner that all areas are uniformly covered. An alternate compaction requirement may be specified by the City to control settlement.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The compaction of the subgrade shall be tested at intervals not to exceed 1,000 square yards of compacted surface. Each layer of compacted material shall be tested and considered separately. Compaction requirements shall be as specified above. Areas represented by failing tests shall be compacted and retested.

(3) Testing may be by the sand, balloon, or nuclear methods.

(4) In addition to the testing specified in §16.04.020.D.2.d(3), the City may require load testing of the base with a truck loaded to 150 percent of legal axle weights. Any deflection or other visual deformation shall constitute a need for additional compactive effort.

(5) All testing, except the loaded truck test, shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally, shall repair, at their expense, all damage that may occur due to settlement of earth or rock fills or structure backfill for a period of two years following completion of the earthwork operations.

(2) All repairs shall be as approved by the City. Completion of repairs as approved by the City will constitute satisfaction of the guarantee requirements. Such satisfaction will not negate the guarantee of work in other areas.

3. Culverts

a. Scope

This section covers the installation of culverts for drainage.

b. Materials

Minimum culvert size shall be 12 inches in diameter.

(1) Culvert Pipe

Pipe shall conform to one of the following and of the proper class, grade, or gauge as determined from the appropriate design manual:

(A) Reinforced concrete pipe, tongue and groove or bell and spigot, ASTM C-76;

(B) Galvanized corrugated metal pipe, AASHO M-36;

(C) Aluminum corrugated metal pipe, AASHO M-196.

(2) Aprons

All pipe culverts shall have aprons or other approved headwalls installed on inlet and outlet ends. All aprons shall be of proper size and type for use with the type of pipe installed.

(3) Selected Backfill Material

Selected backfill material shall be imported or obtained from the excavation and shall contain material no greater than two inches in diameter. Selected backfill shall be free from vegetation or other deleterious materials.

c. Workmanship

(1) Trench excavation

Trenches shall be excavated to the grade shown on the plans and shall fit the drainage patterns as planned. Bottom of trench shall be shaped to fit the pipe. Bell and spigot pipe shall be supported in the barrel section.

(2) Laying Pipe

(A) Batter boards, grade stakes or other control shall be provided to assure proper line and grade.

(B) Begin laying at the lowest end of culvert. Thoroughly clean ends of the pipes. Place each section with the spigot end pointing in the direction of flow and with the bell end upstream. Lay culverts and connect sections in conformance with the manufacturer's printed instructions. Repair all damaged areas of the protective coating with material similar to the original and permit to dry or solidify before backfilling.

(3) Backfilling

Backfill pipe zone with selected material placed in six-inch lifts on each side of the pipe simultaneously and compact each lift with pneumatic or approved vibratory tampers. Be careful to compact the backfill solidly under the pipe. Wet backfill material if necessary for optimum moisture content prior to compaction. Compaction of the backfill shall provide a dry density equal to or greater than the adjacent undisturbed earth. Backfill above the pipe zone with material from the excavation placed in not more than 12-inch lifts and compact to 95 percent of maximum density. Hand tamping will not be permitted.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The contractor or developer shall submit a certification from the supplier to certify pipe materials, gauge, and type compliance with design manuals.

(3) The City shall be contacted prior to backfill to allow inspection of pipe joints, bedding, etc.

(4) Compaction tests shall be performed at each pipe location. Testing frequency shall be established prior to beginning work, but will normally be required on at least two layers of the backfilled material. A failing test will necessitate excavation, recompaction and retesting. Copies of all tests shall be submitted to the City.

(5) Testing may be accomplished by the sand, balloon, or nuclear methods.

(6) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally guarantee to repair or replace any trench settlement, pipe failures or damage occurring during construction or within two years of construction completion.

(2) Pipe repairs or replacement shall be approved by the City. Materials shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

4. Catch Basins, Inlets, and Curbs

a. Scope

This section covers catch basins, inlets, curbs, and other miscellaneous concrete work.

b. Materials

(1) Concrete

Concrete shall be a five and one-half bag minimum mix obtained from a commercial source. Minimum compressive strength shall be 3,000 psi in 28 days. Maximum

aggregate size shall be one and one-half inches. Slump shall be four inches maximum.

(2) Forms

Forms for exposed surfaces shall be plywood, matched boards, or other approved material. All vertical surfaces shall be formed. Trench walls, large rock or earth will not be approved form material.

(3) Reinforcing Steel

Reinforcing steel shall conform to ASTM A-615, grade 40, deformed bars or as otherwise specifically specified in approved plans.

(4) Precast Units

At the option of the contractor, approved precast units may be substituted for cast in place units. Precast units shall conform to ASTM C-478. Concrete risers for extensions shall be a maximum of six inches high and of the same quality as the sections. Risers shall be approved by the engineer before installation.

(5) Mortar

Standard premixed mortar conforming to ASTM C-387, type S, or proportion: one part Portland cement to two parts clean, well graded, that will pass a one-eighth inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: hydrated lime, ten percent; diatomaceous earth or other inert materials, five percent. Consistency of mortar shall be such that it will readily adhere to the concrete.

(6) Frames and Grates

Frames and grates for catch basins and storm drain inlets shall be fabricated of steel conforming to ASTM A-36 pursuant to the details shown. All connections shall be welded. Welding shall conform to requirements of the current code for welding in building construction of the American Welding Society.

c. Workmanship

(1) Construction

(A) Construct inlets and catch basins at the locations shown and pursuant to the standard drawings. Construct forms to the dimensions and elevations required. Forms shall be tight and well braced; chamfer all corners of forms.

(B) Prior to placing the concrete, remove all water and debris from the forms. Moisten forms just prior to placing the concrete. Handle concrete from the transporting vehicle to the forms in a continuous manner, as rapidly as practical, without segregation or loss of ingredients. Immediately after placing, compact concrete with an approved mechanical vibrator. Limit the duration of vibration to the time necessary to produce satisfactory consolidation without causing segregation. All concrete shall be placed within 90 minutes of initial mixing.

(C) Screed the top surface of exposed slabs and walls, when the initial water has been absorbed, float the surfaces with a wood float and lightly trowel with a steel trowel to a smooth finish free from marks or irregularities. Finish exposed edges with a steel edging tool. Remove forms and patch any defects in the concrete with mortar mixed in the same proportions as the original concrete mix.

(D) Cure concrete by preventing the loss of moisture for a period of seven days. Accomplish with an approved membrane forming curing compound. Apply the curing compound immediately after removal of forms or finishing of the slabs. Protect concrete from damage during the seven-day curing period. All concrete shall be protected from freezing weather for a period of five days.

(E) All concrete exposed to weather shall be sealed with an opaque concrete sealer.

(2) Installation of Precast Units

Prior to placement of precast units, all supporting material shall be compacted to 95 percent of maximum density.

(3) Installation of Frames and Grates

(A) Set frames and grates at elevations indicated or as directed by the engineer and in conformance with the plans.

(B) Frames may be cast in, or shall be set in mortar.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Concrete compressive cylinders shall be taken at least once during each project and one additional test for each additional 25 yards of concrete required. Each test should consist of three compressive cylinders.

(3) Compaction tests shall be taken where required by the City and should be expected at each installation.

(4) Failing tests shall be sufficient reason for removal and replacement of all represented concrete by the contractor or developer.

(5) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally guarantee there will be no failure in concrete structures for a period of two years following construction.

(2) Repairs or replacement shall be approved by the City. Materials shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

5. Shale Base

a. Scope

This section consists of base construction by use of pit run shale commonly available in the local area.

b. Materials

(1) Shale

The shale shall be from a source approved by the City. The maximum aggregate size shall not exceed the depth of the shale layer to be placed.

c. Workmanship

(1) The shale base shall not be placed in layers to exceed one foot. This depth may be reduced if, in the opinion of the City, sufficient compaction is not being attained. Compaction shall be accomplished by use of a vibratory roller to allow settlement of the angular material.

(2) Shale base, as required in the plan typical section, shall be placed over an approved base to the depths, cross section and profile as shown on the plans.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Testing of the shale base shall be accomplished by operating a loaded truck, not exceeding 200 percent of legal axle loads, over the compacted material. Any deflection or other visual deformation shall constitute a need for additional compactive effort.

(3) Upon request, the City will perform the load test at no cost to the contractor or developer. The contractor or developer shall make all efforts possible to coordinate these efforts with the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure resulting from loss of shale base stability for a period of two years following completion of construction.

(2) Repair or replacement of shale base shall be as approved by the City. The materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

6. Aggregate Base and Leveling Course

a. Scope

This section covers the base course and leveling course.

(1) Materials

Three-fourths inch crushed gravel. Crushed gravel for base aggregate shall conform to the following master gradation and specifications:

Table 16-9: Crushed Gravel Gradation

Sieve Size	Percent Passing
1 inch	100
0.75 inch	90—100
No. 4	45—65
No. 8	30—50
No. 200	3—9
Sand equivalent	30 minimum

b. Workmanship

(1) Base Course

(A) The subbase shall be approved by the City prior to placement of any base aggregate.

(B) Any aggregate not conforming to the above master gradation and specifications will not be accepted. Variations in gradation will not be allowed.

(C) The base course shall be placed in two lifts if the lifts exceed four inches, and each lift shall be compacted to 95 percent of maximum density.

(D) The finished line and grade shall be pursuant to the plans. Grade stakes shall be provided to assure proper profile and cross section.

(2) Shoulders

Shoulders shall be constructed from acceptable roadway materials or borrow pursuant to the applicable roadway typical section.

(3) Weather

When, in the opinion of the City, the weather is such that satisfactory results cannot be secured, the contractor shall suspend operations until the weather is favorable. No surfacing materials shall be placed in the snow or on a soft, muddy, or frozen subgrade.

(4) Cleanup

After the work is completed, the entire area shall be neatly finished and trimmed to the lines, grades and cross sections shown. All material shall be removed, and all stockpile areas shall be cleared of all aggregate and left in an acceptable condition.

c. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Samples shall be taken from the stockpile prior to beginning placement on the roadway.

(3) One sample shall be taken to represent each 500 tons of material to be used.

(4) Samples shall be tested for gradation and sand equivalent. Variations exceeding the allowable tolerances shall be sufficient bases for reselection of material either in stockpile or on the roadway.

(5) Compaction tests of compacted aggregate shall be performed to represent each 1,000 square yards of compacted surface. Each layer of compacted material shall be considered separately. Areas represented by failing tests shall be recompacted and retested. Compaction requirement shall be as specified above.

(6) Testing may be by the sand, balloon, or nuclear methods.

(7) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

d. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure resulting from a loss of base stability within a period of two years following completion of construction and acceptance by the City.

(2) Repair or replacement of the base shall be as approved by the City. Materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

7. Plantmix Pavement

a. Scope

This item consists of placing asphalt plantmix surfacing, prime coat, seal coat and tack coat.

b. Materials

(1) Prime Coat

Prime coat asphalt shall consist of MC-250 asphalt applied at a rate of two-tenths gallon per square yard. Other application rates may be required by the City for desired results.

(2) Plantmix Surfacing

Plantmix surfacing shall be of the thickness as specified for the road type. Prior to beginning paving, the contractor shall submit to the City a mix design (Marshall method) meeting the following criteria:

Table 16-10: Plantmix Surfacing Design

Compaction, number of blows	50
Air voids, percent	3—6
Stability, pounds	750 minimum
Flow, 0.25 mm	8—18

Asphalt grade	120—150 penn.

(3) Tack Coat

Tack coat shall be diluted SS-1 asphalt applied during warm, dry weather at a rate of five-hundredths gallon per square yard.

(4) Seal Coat

Asphalt for a fog seal shall be SS-1 applied at a rate of fifteen-hundredths gallon per square yard.

c. Workmanship

(1) Preparation; Overlays

(A) Before construction of an asphalt concrete pavement on an existing surface, all fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All types of existing pavement or bituminous surfaces shall be thoroughly cleaned by sweeping to remove dust and other foreign matter.

(B) A tack coat of SS-1 asphalt applied at the rate of five-hundredths gallon per square yard of retained asphalt shall be applied uniformly to all surfaces on which any course of asphalt concrete is to be placed, unless its omission is specifically directed by the City.

(C) When asphalt concrete pavement is to be constructed over an existing paved or oiled surface, in addition to the preparation as outlined in this section, all holes and small depressions shall be filled with an appropriate class of asphalt mix. The surface of the patched area shall be leveled and compacted thoroughly, as directed by the City.

(D) Prior to placement of the final overlay course, a leveling course shall be placed in all areas specified by the City to provide a uniform surface for placement of the overlay.

(E) Any defective work or materials that may be discovered by the City before the final acceptance of work, or during the guarantee period, shall be removed and replaced by work and materials that shall conform to the provisions of this section. Failure on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

(2) Preparation; New Surfacing

(A) A prime coat may be applied over the full length of the project, and asphalt concrete pavement shall not be placed until the prime coat has cured. Application rate shall be two-tenths gallon per square yard.

(B) Should any holes, breaks or irregularities develop in the roadway surface after the prime coat has been applied, they shall be patched with asphalt concrete immediately in advance of placing the asphalt concrete. The contractor shall

maintain the completed prime coat by blading or brooming as directed by the engineer, until the asphalt concrete is placed.

(C) After the maintenance, patching or repair work has been completed and immediately prior to placing the asphalt concrete pavement, the surface of the prime coat shall be swept clean of all dirt, dust, or other foreign matter.

(3) Plantmix Preparation

(A) The plantmix surfacing shall be placed over the primed or tacked surface. Placement shall be accomplished with a self- propelled paver with an automatic screed operable from a profile "shoe" or "ski" riding on the base surface or adjoining completed surface. The length and type of the shoe or ski shall be acceptable to the City and capable of compensating for minor variations in the base profile.

(B) Plantmix temperatures shall be no less than 260 degrees for placement on grade, no less than 185 degrees for completion of intermediate rolling, and rolling shall be completed above 160 degrees Fahrenheit. All rolling equipment and coverages shall be approved by the City prior to beginning placement. Variation may be required by the City to assure adequate compaction.

(4) Connections with Existing Surfacing

Connection to existing surfacing shall be accomplished by cutting back the existing surface to a vertical face to assure positive full depth paving.

(5) Surface Smoothness

The completed surface shall be uniform and to proper line and profile. The completed surfacing shall not vary more than one-fourth inch from a ten-foot straightedge placed parallel to centerline or perpendicular to centerline. Crown shall be controlled and pursuant to the plan typical section.

(6) Weather

(A) Asphalt for prime coat shall not be applied when the ground temperature is lower than 50 degrees Fahrenheit, without written permission of the City.

(B) Asphalt concrete shall not be placed when the atmospheric temperature is lower than 40 degrees Fahrenheit nor during heavy rainfall nor when the surface upon which it is to be placed is frozen, except upon written order of the City. Permanent pavement shall be placed only during the period from June 15 to September 15, except on the written approval of the City.

(C) Temporary pavement may be installed prior to or after the period designated in §16.04.020.D.6.b(3), but shall be replaced or overlayed with permanent paving during the next paving season.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) Samples shall be taken the first day of production. Testing frequency may be reduced by the City if test results and visual observations indicate consistent mix production.

(3) Samples shall be tested for asphalt content and gradation and compared with the previously submitted mix design; variations exceeding the following tolerances shall be sufficient bases for rejection of the completed work represented by the failing test:

Table 16-11: Failing Test Tolerances

Asphalt Content		Mix design ±	0.5%
Gradation	¾ inch	Mix design ±	10
	½ inch	Mix design ±	10
	⅜ inch	Mix design ±	7
	No. 4	Mix design ±	7
	No. 8	Mix design ±	5
	No. 16	Mix design ±	5
	No. 30	Mix design ±	5
	No. 50	Mix design ±	5
	No. 100	Mix design ±	5
	No. 200	Mix design ±	3

(4) Case samples may be required by the City to verify mix samples or air void content. Cores will not normally be required if asphalt content and gradation test remain within acceptable tolerances.

(5) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer and contractor, by applying for a permit, jointly and severally shall repair, at their expense, any damage or failure, progressive or total, of the plantmix surfacing for a period of two years following completion of the construction. This shall include any deformation of the roadway cross section or profile.

(2) Replacement or repair of the unsatisfactory areas shall be as approved by the City. The completion of the repairs, as approved, will satisfy the requirements of the guarantee.

8. Road Cutting and Repair

a. Scope

This section covers road and street cuts for installation and repair of utilities. Road cutting will only be permitted where boring or pushing methods have been shown to be unfeasible.

b. Materials

The materials, unless otherwise specified, shall conform to the applicable portion of §§16.04.020.D.2, *Earthwork*, 16.04.020.D.6, *Aggregate Base and Leveling Course*, and 16.04.020.D.7, *Plantmix Pavement.*

c. Workmanship

(1) The contractor shall take all precautionary measures for protection of all utilities owned by the City, Idaho Power Company, Mountain Bell, Intermountain Gas Company, and Sun Valley Cable Vision. This includes coordination of efforts with utility owners prior to, during, and following the actual excavation, boring, or pushing.

(2) One lane of traffic shall be maintained at all times so that traffic can flow, including a minimum of one flagger shall direct traffic if one lane, all or in part, is blocked. Adequate safety measures shall be provided to protect the public.

(3) The City shall be notified at least 24 hours in advance of beginning any work within the City roadway right-of-way.

(4) Backfilling shall be done in not more than one foot layers. A compactor shall be used on each layer. Routing of machinery over the trench is not an acceptable compaction method. Mechanical compaction may be deleted where, in the opinion of the City, adequate compaction can be obtained by water settling only. Compaction of each layer shall be 100 percent of maximum density.

(5) Three inches of compacted plantmix asphalt concrete shall be installed, with crown to be one inch higher than existing surrounding paving to compensate for additional settling that takes place from traffic pounding. Conform to standard drawing S.

(6) Road shoulders shall be blended back in to conform with existing shoulders.

(7) Exposed water or sewer lines shall not be covered up until inspected/approved by a representative of the Utilities Department. Backfill for pipe base and pipe zone shall conform to §16.04.020.D.3, *Culverts*, or the requirements of the owner of the pipe.

d. Quality Control

(1) The contractor or developer shall notify the City a minimum of 24 hours prior to beginning any work covered by this section.

(2) The City shall be notified, prior to backfilling operations, to allow inspection of all utilities, bedding, joints, etc.

(3) Compaction tests shall be performed at location. Testing frequency shall be established prior to beginning work but will normally be required on at least two layers of the backfilled material. A failing test will necessitate excavation, recompaction and retesting. Copies of all tests shall be submitted to the City.

(4) Testing may be accomplished by the sand, balloon, or nuclear methods.

(5) The asphalt surfacing shall be from an acceptable commercial source and shall be placed and compacted above 160 degrees Fahrenheit.

(6) All testing shall be at the expense of the developer or contractor, and payments for required testing shall be made directly to the testing agency. Sampling and testing

methods shall be approved in advance by the City. Copies of all test reports shall be submitted to the City.

e. Guarantee

(1) The developer, utility company and contractor shall repair, at their expense, any damage resulting from the road cut operations, repair, backfill or damage to adjoining areas. This includes settlement or deformation of repairs within a two-year period.

(2) Replacement or repair of the cut and other damaged areas or facilities shall be as approved by the City. The materials and workmanship shall be as specified by the City. Completion of the repairs, as approved, will satisfy the requirements of the guarantee.

9. Seeding

a. Scope

This section covers seeding of cut and fill slopes.

b. Materials

(1) Seed

Brome, Timothy, or other grasses as required by the City.

(2) Mulch

Straw or grass mulch shall be used where required by the City.

c. Workmanship

(1) Seeding shall be accomplished in the fall months. The slopes shall be prepared by tilling to a depth of three inches. This tilling may be omitted if, in the opinion of the City, the tilling will not be necessary for proper penetration of the seed. The seed shall be drilled unless broadcast methods are approved by the City. Hand raking or harrowing to cover the seed will normally be required.

(2) The seeding rate will be 18 pounds per acre unless modified by the City for special seed variation or soil conditions.

(3) Straw or hay mulch may be applied at the option of the City.

d. Quality Control

The contractor or developer shall provide a certification of seed purity, quality, species, and germination prior to seeding for approval by the City.

10. Signing

a. Scope

This section covers warning and regulatory signs as required for control of traffic.

b. Materials

(1) Signs

Sign as required. Materials and installation shall be in conformance with the most recent "Manual For Uniform Traffic Control Devices".

(2) Pavement Markings

Painted or adhesive marking applied to the paved surface for purposes of traffic control.

c. Workmanship

(1) All signs shall be of the size and type as specified in the "Manual For Uniform Traffic Control Devices".

(2) Location of all signs shall be as required by the City and in conformance with the "Manual For Uniform Traffic Control Devices".

d. Quality Control

(1) Normally, a manufacturer's certification of compliance with the "Manual For Uniform Traffic Control Devices" will be sufficient evidence of satisfactory materials.

(2) Additional testing or certification may be required for special signs or conditions.

11. Bicycle and Pedestrian Paths

a. Scope

This section covers the construction of bicycle and pedestrian paths.

b. Materials

The materials, unless otherwise specified, shall conform to the applicable portions of §§16.04.020.D.2, *Earthwork*, 16.04.020.D.6, *Aggregate Base and Leveling Course*, and 16.04.020.D.7, *Plantmix Pavement*.

c. Workmanship

(1) Bike and pedestrian paths will normally have a finished width of eight feet; additional width may be required by the City for areas of heavy usage or for other special consideration.

(2) The profile and alignment shall be designed to follow natural ground contours as closely as possible. However, the horizontal and vertical curves should be arranged as to avoid conflict in areas of insufficient sight distance for safe operation of bicycles.

(3) All soft spots should be removed prior to placement of shale base. Six inches of shale base shall be placed pursuant to §16.04.020.D.5, *Shale Base*, and pursuant to the typical section for bicycle and pedestrian paths.

(4) The shale shall be covered with two inches of compacted gravel base placed and compacted pursuant to §16.04.020.D.6, *Aggregate Base and Leveling Course*.

(5) Prime coat, asphalt surfacing and fog seal shall be placed pursuant to §16.04.020.D.7, *Plantmix Pavement*, and the typical section for bicycle and pedestrian path.

(6) Pavement markers, warning, regulator and information signs as required by the City shall be installed at the locations designated.

d. Quality Control

All quality control shall be pursuant to the applicable portions of §§16.04.020.D.2, *Earthwork,* 16.04.020.D.6, *Aggregate Base and Leveling Course,* and 16.04.020.D.7, *Plantmix Pavement.*

e. Guarantee

(1) The developer and contractor, jointly and severally, are responsible for any damage or failure, progressive or total, of the bicycle and pedestrian paths within two years of completion. This shall include any deformation of the surface profile or cross section.

(2) Replacement or repair of the unsatisfactory areas shall be specified by the City. Completion of repairs, as specified, will satisfy the requirements of this guarantee.

E. Acceptance of Roadways; Maintenance

1. Adherence to these regulations, standards and specifications will not obligate the City in any way to accept a roadway constructed pursuant to the standards and specifications in this section unless, prior to the construction, the City Council has agreed to accept such roadway contingent upon conformance with these standards.
2. Before agreeing to accept any roadway when completed as a public road, the person or entity requesting such acceptance shall submit plans and specifications to the City Council for their review and approval, that plans and specifications shall call for work to be done pursuant to the specifications and standards contained in this section.
3. In its maintenance of public roads, the City is to comply with these regulations, standards, and specifications whenever possible; however, due to budgetary and other limitations, such compliance shall be in the discretion of the City Council, and any noncompliance by the City shall not be construed as a modification or exception of these regulations, standards, and specifications.

16.04.030. Excavations and Improvements of City Rights-of-Way and Easements

A. Permit Required

No person shall dig in, excavate, trench or otherwise disturb the surface or subsurface of any portion of the right-of-way, alley or City utility easement, and no person shall block any portion of a right-of-way for the purpose of doing any work to adjacent buildings or structures, nor shall any person block or barricade any portion of any right-of-way, nor shall any person build any structure, permanent or temporary, on property owned by the City or improve the same within the city without having first obtained a written permit to do so issued by the City upon compliance with the bond requirements and completing the steps enumerated in §16.07.030.D, *Dig Permit*.

B. Excavation Standards

Any excavation work proposed in the City streets, rights-of-way, or alleys shall meet the following standards:

1. Any cut of existing pavement shall be done with a pavement cutter, or the contractor shall forfeit their bond.
2. All backfill shall be compacted to 95 percent density to prevent settlement.
3. The last 30 inches of backfill shall consist of lean concrete. Notwithstanding the foregoing, the City may require full lean concrete backfill whenever weather conditions warrant.
4. If the excavation is part of any construction where a Building Permit has been issued, the cut must be backfilled and compacted prior to a framing inspection. No framing inspection will be done by the Building Official until the backfill and compaction meets City approval.
5. No trench shall remain open more than 24 hours. The contractor is responsible for providing appropriate barricades and other safety measures.
6. Upon notice by the City that settlement of the trench has occurred, the contractor shall correct the settlement within three days or forfeit their bond.
7. Any backhoe or excavator used to excavate a trench shall be equipped with pads on the outriggers or rubber tracks or other suitable protection devices where such backhoe/excavator is used on existing pavement, or the contractor shall forfeit their bond;
8. Prior to any street cut, the contractor shall be responsible for contacting the street division for inspection of the work being performed in the City street.
9. MUTCD compliant traffic control shall be provided and the contractor assumes all responsibility.
10. The contractor shall arrange for paving of the street cut on all paved streets and alleys in a timely manner.
11. The contractor shall be responsible for any settling for a period of two years. The contractor shall be required to repair the settling within five days after notice or forfeit their bond.
12. Pursuant to §16.04.020.D.8, road cutting will only be permitted where boring, pushing, or microtrenching have failed after three attempts or otherwise been shown to be unfeasible.
13. Any contractor doing work in the public right-of-way must be a licensed contractor.

16.04.040. Temporary Use of Public Rights-of-Way

A. No person shall place, store or cause to be placed or stored any temporary or permanent item in the public right-of-way for the purpose of, but not limited to, building equipment, building material, commercial objects, or structures on or in any public right-of-way for any length of time unless a permit shall have been obtained from the Administrator.

B. A Temporary Use of Right-of-Way Permit (TURP) is required for any temporary occupancy or storage that encroaches on the public right-of-way and where there is no permanent fixture to the ground or a building pursuant to §16.07.030.F.

C. A Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way, where a permanent fixture to the ground or a building will occur. In most cases a right-of-way encroachment agreement between the City and property owner will be required.

D. A revocable encroachment license is required for any permanent or seasonal encroachment on the public right-of-way where the encroachment is not permanently affixed to the ground or a building.

16.04.050. Off-Street Parking and Loading

A. Purpose

Standards for off-street parking and loading spaces are necessary to facilitate access to specific land uses and to ensure the efficient use of land. The standards are intended to support the goals of the Comprehensive Plan and in recognition of Ketchum as a geographically compact and historic mountain resort community sustained by both the full time resident population and the influx of seasonal residents, visitors, and workforce who travel within the community. The regulations of this section have been established to:

1. Ensure the public health, safety, and welfare;
2. Facilitate development and redevelopment by providing clearly defined minimum standards;
3. Encourage a range of transportation alternatives designed for residents, visitors, and the workforce to travel safely and easily to their destinations;
4. Promote travel demand management techniques to improve the efficiency of the transportation system;
5. Maximize the efficient use of existing surface parking lots by permitting shared parking;
6. Provide safe, secure, and conveniently located bicycle parking facilities;
7. Enhance pedestrian connectivity and comfort by limiting surface parking;
8. Incentivize development and redevelopment that will create vibrant and activated commercial environments;
9. Facilitate community design supported by multi-modal transportation in order to lessen dependence on vehicular transportation alone; and
10. Providing safe, secure, and conveniently located bicycle parking facilities.

B. General

1. Applicability

Except as otherwise stated in this section, off-street vehicle and bicycle parking requirements of this section apply to:

a. Any new development and to any new established uses.

b. Any existing structure or use that is expanded or enlarged. Additional off-street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.

c. Any change of use or change of operation that would result in a requirement for more parking than the existing use. Additional parking shall be required only in proportion to the extent of the change, not for the entire building or use.

2. Delivery and Loading

Areas for deliveries and loading shall be required to ensure that loading and deliveries do not constrain fire access, street safety, or use public streets for deliveries.

C. Off-Street Vehicle Parking Design

1. Off-Street Vehicle Spaces

a. Minimum Parking Space

The minimum parking space and aisle dimensional requirements are as follows:

Table 16-12: Minimum Parking Space and Aisle Dimensions

Angle	Width (Feet) [1][2]	Length (Feet) [1][2]	Aisle Width (Feet) [1]
90 degrees	9.0	18	24
60 degrees	9.0	21	18
45 degrees	9.0	19.8	15
Parallel	8.0	23	-

Notes:
[1] ADA spaces shall meet the dimensional requirements as outlined in the current ADA standards for accessible design.
[2] Compact vehicle spaces shall be a minimum of eight feet wide and 16 feet long.

b. Compact Vehicle Spaces

(1) Commercial uses and lodging establishments with a minimum of ten or more spaces on the property may have up to ten percent of the required spaces marked for compact vehicles.

(2) These spaces shall be designed, designated, marked, and enforced as compact spaces.

2. Tandem Parking

Tandem parking shall be limited to a maximum number of two cars in depth. Tandem parking configurations are permitted for multi-family residential uses provided that both tandem parking stalls are assigned to the same dwelling unit. Tandem parking configurations are permitted for commercial uses provided that both tandem parking stalls are assigned to the same commercial condominium unit or business.

3. Area Unobstructed

All area counted as off-street parking space shall be unobstructed and kept clear of snow and free of other uses.

4. Access to Streets

Unobstructed access to and from a street shall be provided for all off-street parking spaces.

5. Location

In all zoning districts surface parking lots shall be located in the rear of a building or lot.

6. Lighting and Screening

a. Lighting used to illuminate off-street parking areas shall be directed away from residential properties and shall comply with all requirements of §16.04.090, *Dark Skies.*

b. Parking facilities and all off-street and on-site parking spaces shall be effectively screened on any side adjoining a Residential district or residential use by a wall, fence, or

hedge to a height of six feet, except for the front yard setback area of the adjoining residential property, in which case, the maximum height shall be three feet.

c. All parking and service areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences/walls. Such improvements will be for the purpose of beautification and to limit light and glare from vehicle headlights to nearby properties. For safety purposes, views of the parking and service areas from the sidewalk and street shall not be obscured.

7. Alley Access

a. Off-street parking spaces may be located directly off the alley if the width of the alley can adequately accommodate ingress and egress to the parking spaces.

b. No parking space shall project into an alley, sidewalk, or street.

c. All alleys used as access to loading areas and/or to an off-street parking space or spaces shall be surfaced with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the City Engineer.

8. Surface Parking Lots

a. Surfacing Material

Surface parking spaces shall be constructed with asphalt or cement concrete. Compacted gravel or other dustless material may be used for surfacing only upon approval by the City Engineer.

b. Condition of Parking Lots

The owner or manager of the property shall maintain parking facilities and all off-street and on-site parking spaces so that they are in good, safe, and usable condition and free of public nuisances such as trash and weeds.

c. On-Site Drainage Facilities

All parking lots shall be designed with adequate on-site drainage facilities to prevent the drainage of stormwater onto adjacent properties or walkways or into the public right-of-way.

D. Off-Street Parking and Loading Calculations

1. Computation Rules

The following rules apply when computing off-street parking and loading requirements:

a. Multiple Uses

Lots containing more than one use shall provide parking and loading in an amount equal to the total of the requirements for all uses, unless a use is exempted by this section or a reduction is approved through a shared parking plan or parking demand analysis in compliance with this section.

b. Fractions

When measurements of the number of required spaces result in fractions, any fraction of 0.49 or less shall be disregarded and any fraction of 0.50 or more shall be rounded upward to the next highest whole number.

c. Area Measurements

(1) Residential

Unless otherwise specifically noted, residential parking requirements for all square footage based parking and loading standards shall be computed on the interior square footage of each residential unit, as measured between the interior walls of the unit.

(2) Nonresidential

Unless otherwise specifically noted, non-residential parking requirements for all square footage-based parking and loading standards are to be computed on the basis of gross floor area (GFA) as defined by this Code.

(3) Employee Based Standards

For the purpose of computing parking requirements based on employees the calculation shall be based on the largest number of persons working on any single shift.

2. Applicability

a. Off-street parking requirements apply to uses in all districts, unless otherwise specified in this section.

b. In the CC and T districts the following uses meeting the definitions found in §16.08.020 are exempt from providing off-street parking:

(1) Community housing.

(2) Food service.

(3) Individual retail spaces of 5,500 square feet or less.

(4) Places of assembly uses in existence on April 17, 2017, and any expansion of existing place of assembly uses in existence on April 17, 2017, that occur on the same lot or parcel. This exemption shall also apply to any expansion of a place of assembly that includes adjacent lots or parcels but shall be limited to not more than 5,500 square feet above the existing square footage of the assembly use in existence on April 17, 2017.

(5) The first 5,500 gross square feet for new assembly uses. The first 5,500 gross square feet of an assembly use established or constructed after November 20, 2017.

(6) The first 5,500 square feet of office and personal service areas.

c. Other uses may be exempted by the Administrator upon completion of a parking demand analysis demonstrating the actual demands of the project are less than the

minimum requirements of this Code. A parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

3. Relief from Regulations for Historic Buildings

a. Where additions or alterations to an historic building are proposed, the square footage of the existing historic building shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

b. No additional parking relief is provided for projects that include full demolition of historic buildings.

c. When projects include partial demolition of historic buildings, the square footage of the historic building that remains shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

E. Minimum Off-Street Parking and Loading Requirements

Table 16-13: Minimum Off-Street Parking and Loading Requirements

Zoning Districts	Use Category	Parking Spaces Required	Loading Spaces Required
CC, T, T-3000, T-4000	Residential (one-family dwelling)	2 parking spaces per one-family dwelling	See §16.04.050.B.2
	Residential multiple-family dwelling	1 parking space per 1,000 gross sf [1]	
	Units 750 sf or less	0 parking spaces	
	Units 751 sf to 2,000 sf	1 space	
	Units 2,001 sf and above	2 parking spaces	
	Nonresidential	1 parking space per 1,000 gross sf [1]	
LI-1, LI-2, LI-3	Residential (including multiple-family dwelling)	1 parking space per bedroom	1 loading space for new construction or additions involving an increase in gross floor area in excess of 2,000 sf [1][2]
	Office, professional service, business support service, retail trade, convenience store, food service, commercial studio, laundromats and dry cleaners, instructional service, health and fitness facility, daycare	1 space per 250 gross sf	
	Motor vehicle fueling station, motor vehicle service	Where applicable: 1 space per 500 gross sf and 2 short term holding spaces per fuel pump and 3 spaces per service bay	
	Wholesale, manufacturing, industrial laundry, hybrid production facility, and all other permitted uses	1 space per 1,000 gross sf	
All Other Districts	Residential (one-family dwelling)	2 parking spaces per one-family dwelling	See §16.04.050.B.2
	Residential multiple-family dwelling		
	Units 0 to 2,000 sf	1 parking space	
	Units 2,001 sf and above	2 parking spaces	

Table 16-13: Minimum Off-Street Parking and Loading Requirements			
Zoning Districts	**Use Category**	**Parking Spaces Required**	**Loading Spaces Required**
	Nonresidential	1 parking space per 1,000 gross sf [3]	

Notes:
[1] No loading space shall occupy any part of a public street, alley, driveway, or sidewalk. Where practicable to do so, an alley may be used in lieu of the requirement for off-street loading space(s) if permission is granted by the Administrator.
[2] An off-street loading space shall be a minimum of 180 square feet with no length of the space being less than ten feet
[3] Refer to definition of floor area, gross and with the additional exclusion of common area meeting the definition found in §16.08.020.

F. Community Core District Off-Street Parking and Loading Calculations

1. Minimum Requirements

a. The parking requirements listed in this section are specific to the Community Core District and are in addition to requirements listed in this section and Table 16-13: Minimum Off-Street Parking and Loading Requirements.

b. The minimum number of parking spaces provided on-site shall be four spaces per 5,500 square feet of lot area, unless fewer spaces are required by Table 16-13: Minimum Off-Street Parking and Loading Requirements.

2. Accessible Parking Spaces

All accessible parking space requirements of the current building code as adopted by the City shall be met.

3. On Street Parking Credit

a. In a circumstance where the off-street parking matrix results in a requirement of more than four parking spaces, four on street parking spaces per 5,500 square feet of lot area may be credited toward the required parking demand after the required four space minimum on-site is satisfied.

b. Only existing and available parking spaces located directly adjacent to the property lines of the subject property shall be counted towards the on street parking credit.

c. The credit spaces shall only be credited for the nonresidential parking demand of the project.

4. Shared Parking Plan

A reduction in off-street parking may be obtained through the provision of an approved shared parking plan in compliance with §16.04.050.I.

5. Structured Parking Facility

Subject to a parking demand analysis, nonresidential uses within 1,000 feet of a structured parking facility, may allocate off-street parking requirements to the structured parking facility, provided the following standards are met:

a. The distance from the nonresidential use to the structured parking facility shall be no more than 1,000 feet, calculated by measuring the sidewalk from the primary entrance of the use(s) to the location of the structured parking facility.

b. Adequate capacity shall be shown within the structured parking facility to accommodate the nonresidential parking requirements.

c. Parking spaces within the structured parking facility shall be permanently dedicated by recorded easement for the nonresidential use of the project making the request.

G. Bicycle Parking

1. Spaces Required

All uses, other than one family dwellings and detached townhomes, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use. At a minimum, one bicycle parking rack shall be required per development.

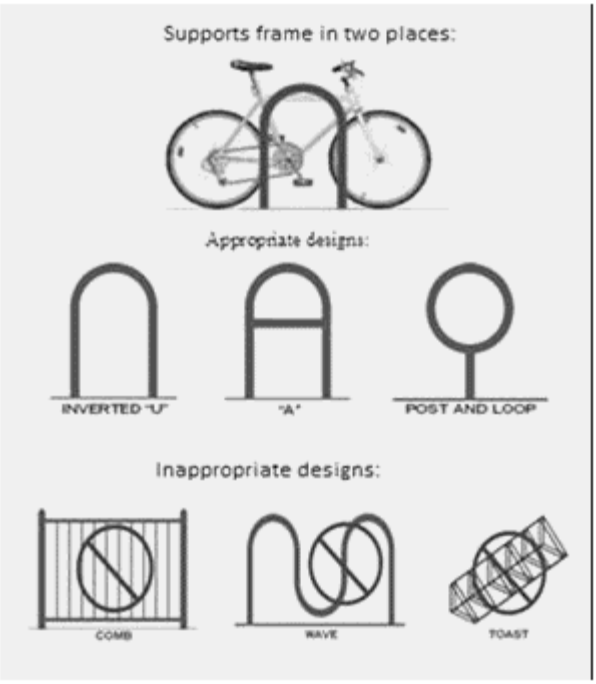


Figure 04-1: Bicycle Rack Designs

2. Location

a. Bicycle parking space(s) shall be clearly visible from the building entrance they serve and located no more than 50 feet from the entrance or as close as the nearest non-ADA parking space, whichever is closest.

b. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles. In cases where bicycle parking spaces are not visible from the primary street, signage shall be used to direct cyclists safely to bicycle parking areas.

3. ADA

Bicycle parking space facilities shall not interfere with pedestrian circulation, accessible paths of travel or accessible parking as required by the Americans with Disabilities Act of 1990.

4. Design

Bicycle parking spaces shall contain a stationary device or devices, secured to the ground, to which bicycles can be locked. Each bicycle parking space shall be accessible without moving another bicycle.

5. Surfaces

Bicycle racks shall be located on paved or pervious, dust-free surface. Surfaces cannot be gravel, landscape stone or wood chips.

H. Parking Demand Analysis

1. Purpose

A parking demand analysis is a study indicating that the requirements of this section regarding the number of off-street vehicle parking spaces required are not applicable to the proposed project because the project contains a unique mix of uses, the operational method is atypical, the use is not listed, or location or contextual factors affect the amount of off-street parking spaces required.

2. Eligibility

A parking demand analysis may be submitted by an applicant for any project in any zoning district or as required for shared parking and transportation demand management plans. Parking reductions for Parking Demand Analysis not required for shared parking and transportation demand management plans require approval of a Conditional Use Permit.

3. Potential Parking Reduction

A reduction of up to 50 percent of the total required on-site vehicle parking spaces may be granted.

4. Submittal Requirements

A parking demand analysis shall be prepared in the following manner to demonstrate that the requirements of Table 16-13: *Minimum Off-Street Parking and Loading Requirements* are not applicable:

a. The parking demand analysis shall be prepared by a registered professional engineer licensed in the State of Idaho.

b. A project description shall be included. The project description shall include, but is not limited to:

(1) Project location context map;

(2) Gross and net square footage of existing and proposed uses that will be part of the new development under review; and

(3) Table containing off-street parking and loading requirements for each use as required by this section.

c. A narrative analysis considering the following minimum factors shall be submitted:

(1) Discussion of the project's mix of uses, operational method, unique nature of uses, and location, contextual, or other factors affecting the amount of off-street parking and loading spaces required;

(2) Existing site plan;

(3) Proposed site plan;

(4) Discussion of site specific parking needs.

d. A narrative describing proposed measures to be taken to reconcile the project's parking demand with off-street parking and loading required for the project.

e. A shared parking plan and/or a transportation demand management plan may serve as the remedy in part or in full.

f. The City may require additional information as part of the parking demand analysis.

5. Criteria for Approval

The Commission shall review the parking demand analysis and accompanying remedies and upon finding that the analysis uses the appropriate methodology and includes an acceptable and reasonable remedy that can be implemented the analysis shall be approved or approved with conditions. Remedies contained in the analysis are binding and may only be modified through an amendment to the Conditional Use Permit.

I. Shared Parking Reduction

1. Purpose

Dedicated parking areas for individual uses, especially when provided in new developments, can result in less efficient land usage, lower floor area ratios, and more significant impacts and implications for multi-modal transportation and the quality of the pedestrian environment. Shared parking is a strategy that can reduce the amount of land devoted to parking while providing a sufficient number of spaces and encouraging development that is compact, walkable, bikeable, and conducive to transit..

2. Eligibility

A shared parking reduction may be requested through a Conditional Use Permit submitted by an applicant for any project in any zoning district.

3. Potential Parking Reduction

a. A reduction of up to 25 percent of on-site vehicle parking requirements may be granted.

b. The total required parking spaces may be reduced through the provision of shared parking spaces. Shared parking spaces may be provided in areas designed to serve jointly two or more buildings or users.

c. All shared parking shall be located no less than 300 feet from the uses utilizing the shared parking, as determined by measuring along existing sidewalk or sidewalk that shall be constructed as a condition of approving the shared parking reduction from the primary entrance of the use(s) to the location of shared parking spaces.

4. Submittal Requirements

A shared parking plan shall be submitted for review. The plan shall, at minimum, identify or contain:

a. A parking demand analysis pursuant to §16.04.050.H;

b. The hours of peak parking demand for each use;

c. All locations of parking spaces on private property used through shared parking and identified on a location context map;

d. All public parking that can be accessed within a 1,000-foot walk as measured along sidewalk connecting to the site of the subject uses.

e. The plan shall include an agreement between property owners for sharing common parking on private property. However, in no case will the City manage shared parking agreements.

The Administrator may require additional information as necessary to evaluate the shared parking reduction request.

5. Criteria for Approval

A reduction to parking requirements for individual uses may be made after considering the following standards and criteria:

a. The hour(s) of peak parking demand for each use, with peak demand being different or staggered;

b. The operating hours of each use, with operating hours being staggered; and

c. There is existing on-street parking available for public use within a 1,000-foot walk as measured along the sidewalk connecting to the site of the subject use.

J. Transportation Demand Management (TDM) Plan

1. Purpose

The purpose of a transportation demand management (TDM) plan is to mitigate traffic and other general transportation impacts generated from new development by reducing single-occupancy vehicle trips, increase accessibility to transit, improve mobility of pedestrians and bicyclists, address traffic congestion at peak periods, and minimize parking demand.

2. Eligibility

For projects with a FAR greater than 0.5 a TDM plan may be provided to demonstrate that alternative strategies will be used to offset the demand for parking. Parking reductions resulting from a TDM plan shall be reviewed and approved by the Administrator.

3. Potential Parking Reduction

A reduction of up to 25 percent of on-site vehicle parking requirements may be granted.

4. Submittal Requirements

A TDM plan shall be submitted. The plan shall, at minimum, identify or contain:

a. A parking demand analysis pursuant to §16.04.050.H;

b. A listing of measures to minimize transportation demand and impacts on the City's transportation network. These measures may include, but are not limited to providing public transit accessibility, pedestrian or bicycle amenities, shuttle service, preferential parking designation for carpool and/or vanpool or remote work opportunities;

c. The anticipated peak hour trips without the measures and the anticipated peak hour trip reduction resulting from these measures;

d. The number of employees and/or residents that the project will add;

e. Number of employees and/or residents anticipated to utilize transportation alternatives for commuting;

f. Barriers to employees and/or residents for utilization of transportation alternatives for commuting;

g. Suggested recommendations to address barriers for utilization of transportation alternatives for commuting;

h. Public transit amenities, including bus shelters, benches, wayfinding signage and street furniture; and

i. Location of on-site preferential parking designation for carpool and/or vanpool, if provided.

j. Narrative outlining any request for fee in-lieu payments for parking and justification for such request.

The City may require additional information as part of the parking demand analysis.

5. In Lieu Fee

a. The City may adopt or have adopted parking and/or transportation demand plans that include planning for and construction of parking and/or transportation mitigation projects. When such a plan or plans are in existence, a proposer may voluntarily opt to request and the City may consider requests to meet or mitigate parking requirements, in whole or in part, via an optional payment in lieu as an alternative where such City project, as determined by the City, is likely to meet or mitigate the transportation demand created by the development.

b. Such parking in lieu fees will be determined by the City Council and set by resolution based upon planning, acquisition, and construction estimates and costs related to the parking and/or transportation mitigation plans and projects.

c. Payment of in lieu fees shall be made to the City at the time of issuance of a building permit.

d. All in lieu funds received under this section shall be placed into a special and separate Transportation Improvement and Acquisition Fund to be used primarily for transit improvements and parking management programs, such as paid parking, that address the demand for physical parking on-site; and secondarily for the purchase, construction, and improvement of public parking facilities.

6. Criteria for Approval

The Administrator may approve a TDM plan if the plan considers at least three of the following strategies and the Administrator finds that the TDM plan is reasonable approach that can be implemented based on uses and site specific conditions:

a. A shared parking plan subject to the standards found in §16.04.050.I.

b. Covered bicycle parking provided inside buildings, under roof overhangs or awnings, in bicycle lockers, or within or under other structures. When not located within a building or a locker the cover shall be permanent, designed to protect the bicycle from rainfall, and at least seven feet above the floor or ground.

c. Secure bicycle parking in a locked room or area enclosed by a locked gate or fence, in an area that is monitored by a security camera, or in an area that is visible from employee work areas.

d. On-site locker room and shower facilities.

e. Provision of a public transit stop or demonstration of proximate access to an existing transit stop.

f. Demonstration of proximate access, within 1,000 feet, to the Wood River Trail.

g. Construction of a "spur" connecting the subject property to the Wood River Trail.

h. Reserved preferential parking spaces for high occupancy vehicles.

i. Reserved preferential parking spaces for hybrid, electric, or alternative fuel vehicles.

j. Installation of on-site electric vehicle charging stations.

k. Publicly accessible permanent display area for information on TDM strategies and options for alternative transportation modes.

l. Shuttle service.

m. Contribution to public transit or alternative modes of transportation fund(s).

n. Employer programs such as:

   (1) Car/van pool coordination and incentive programs;

   (2) Shuttle program;

   (3) Guaranteed emergency ride home program; and

   (4) Public transit passes.

o. Alternative strategies approved by the Administrator.

16.04.060. Landscaping, Buffering, and Screening

A. Standards for All Development

The following standards shall apply to all development, unless otherwise noted in this Code.

1. Drainage

a. All stormwater shall be retained on site.

b. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.

c. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

d. Drainage facilities shall be constructed per City standards.

2. Utilities

a. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.

b. Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.

3. Snow Storage

a. Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.

b. Snow storage areas shall be provided on site.

c. A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.

d. In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.

e. All surface parking lots shall be designed with either snowmelt to facilitate the removal of snow or a storage area for plowed snow. The storage area shall be 150 square feet for every 55 feet of linear lot width of the surface parking lot.

4. Landscaping

a. Landscaping is required for all projects.

b. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation, and aspect, and shall serve to enhance and complement the neighborhood and townscape.

c. All trees, shrubs, grasses, and perennials shall be drought tolerant. Native species are recommended but not required.

d. Landscaping in the riparian zone shall meet all requirements for planting in the floodplain as provided in the approval criteria for Floodplain Development Permits in §16.07.050.D.3, *Review Criteria*.

B. Implementation of Municipal Water Usage Conservation Measures

1. Prohibition and Restriction of Municipal Water Usage

a. The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be prohibited between the hours of 10:00 a.m. and 5:00 p.m. daily, during the annual time period beginning June 15 and ending September 1, except as follows:

b. Upon request made by the municipal water consumer, the Water Superintendent may grant an exception to the prohibition and restriction of municipal water usage if one or more of the following conditions are met:

(1) The municipal water consumer is now using, or will use as condition to the granting of such exception, water conservation irrigation devices such as drip or bubbler style irrigation systems that minimize water evaporation losses.

(2) The municipal water consumer's water usage will be for the purpose of sprinkling or watering new plantings.

2. Exclusion

Sprinkling or watering by commercial nurseries on their own sites are specifically excluded from the prohibitions and restrictions of this section.

C. Landscaped Yards in LI Districts

Required yards abutting or across the street from Residential Districts shall be suitably landscaped to protect the residential areas from undue intrusion of noise, light, odors, and other influences. Such landscaping shall consist of at least the following:

1. A solid wall, hedge, or fence not less than five feet nor more than six feet in height along any side or rear yards;
2. One row of deciduous or evergreen trees or a mixture of each placed no further apart than 15 feet;
3. Lawn, low growing evergreen shrub, evergreen, or ground cover on the balance of the required landscaped yard; and
4. Landscaping shall be continuously maintained in a neat and tidy manner.

D. Fences, Hedges and Walls

1. Fences, hedges, walls, and retaining structures may be permitted in the various districts as accessory uses pursuant to the following limitations:
2. In all zoning districts, except the LI district, fences, hedges, and walls shall not exceed four feet in height when located less than 30 feet from the front lot line and shall not exceed six feet in height when located more than 30 feet from the front lot line;
3. In the LI-1, LI-2, LI-3 Districts fences shall not exceed seven feet in height;
4. In all districts, fences, hedges and walls, or any other obstruction to clear vision, shall not be located within 75 feet of the centerline intersection of two streets unless determined otherwise by the City Engineer; and
5. No barbed wire or other sharp pointed metal fence and no electrically charged fence shall be permitted in any district.
6. Retaining Structures shall be consistent with the following:
    a. Height Measurement. The height of a retaining structure shall be measured from the point at which the ground elevation of the city-approved finish grade intersects with the retaining structure to the highest point of the retaining structure.
    b. Retaining Structure Location, Maximum Heights, and Minimum Separation within Setbacks.
        (1) All retaining structures, including footings or foundations, shall be set back at least one foot from any property or right-of-way line, unless the applicant provides a

written authorization from the adjacent property owner or owners to allow either all or a portion of the retaining structure to be on or closer to an adjacent property.

(2) In the LR, LR-2, GR-Land GR-H Districts, retaining structures:

(A) Less than 30 feet from the front lot line shall not be higher than four feet. Two or more up to four-foot high retaining structures may be permitted, provided the retaining structures are separated by a distance that is equal to two times the height of the structure.

(B) The maximum slope gradient allowed between retaining structures shall be a four-foot horizontal to a one-foot vertical (4H:1V) slope.

(C) Retaining structures located more than 30 feet from the front lot line shall not be higher than 6 feet.

(D) Handrails or guardrails placed on top of retaining walls that extend above the maximum allowable height as defined in this section shall not be included in the height measurement so long as the rail feature is at least 75% transparent.

(3) In the LI-1, LI-2, and LI-3, retaining structures shall not be higher than seven feet.

c. The Administrator, in consultation with the public works director, may waive or reduce the wall separation distance, may increase the maximum allowed slope gradient between retaining structures, and may increase the allowed maximum height of a retaining structure if the applicant demonstrates the reduced separation distance and/or increased gradient and/or wall height is necessary to:

(1) Retain a greater number or diameter inches of significant trees; or

(2) Permit the installation of transportation improvements; or

(3) The alternative separation, slope gradient, or height is not detrimental to the public interest.

d. All retaining structures, four or more feet in height, that are visible from adjacent public rights-of-way or residential properties shall be constructed of or faced with brick, stone, split-face or fluted concrete block, textured poured-in-place concrete, or other materials with texture or screened with landscaping to reduce the apparent mass of the retaining structure.

16.04.070. Minimum Residential Densities and Commercial Requirements

A. No Net Loss of Units

Development of property in any zoning district may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses, which shall include but are not limited to: "dwelling, one family," "dwelling, multi-family," "dwelling unit, accessory." and "work/live unit."

B. General Requirements

New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within the CC-1 and CC-2 districts and 0.5 FAR in the T, T-3000, T-4000, and GR-H districts shall provide a minimum number of residential units as follows:

Table 16-14: Minimum Residential Densities

Zoning District	Minimum Residential Density Required			
CC-1 and CC-2	100% Residential Development: 5 units per Ketchum Townsite lot as originally platted			
	Mixed Use Development			
	≤ 30% Commercial: 4 units per Ketchum Townsite lot as originally platted	31-60% Commercial: 3 units per Ketchum Townsite lot as originally platted	61-80% Commercial: 2 units per Ketchum Townsite lot as originally platted	≥ 80% Commercial: No minimum except when residential units are provided, there shall be a minimum of 2 units
T	100% Residential Development: 7 / 10,000 sf of lot area			
	Mixed Use Development			
	≤ 30% Commercial: 4 / 10,000 sf lot area	31-60% Commercial: 3 / 10,000 sf lot area	61-80% Commercial: 2 / 10,000 sf lot area	≥ 80% Commercial: No minimum except when residential units are provided, there shall be a minimum of 2 units
T-3000	4 / 10,000 sf of lot area			
T-4000	6 / 10,000 sf of lot area			
GR-H	6 / 10,000 sf of lot area			

C. Commercial Calculation

1. For purposes of calculating commercial area for minimum residential densities, commercial square footage shall include all permitted and conditionally permitted uses identified in Table 16-7: *Table of Permitted Uses* under the categories of "Commercial" or "Public and Institutional".
2. Commercial area shall be calculated by dividing the net floor area of commercial square footage by the total net floor area for the project.

D. Minimum Commercial

Mixed-use developments in the CC-1, CC-2, and T (Leadville to 2nd Ave fronting River Street only) districts shall have a minimum of 40 percent of the gross floor area, as defined in §16.08.020, of the ground floor be commercial use(s).

16.04.080. Design Review

A. Purpose

The purpose of this section is to maintain and enhance appearance, character, beauty, and function of the city, to ensure that new development is complementary to the design of existing neighborhoods, and to protect and enhance the economic base of the City.

B. Applicability

1. Design Review

a. Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:
   (1) Nonresidential use.
   (2) Public or semipublic use.
   (3) Multi-family dwellings, including attached and detached townhomes.
   (4) Mixed use.
   (5) Any structure with an original construction date of 1940 or earlier.
   (6) Any encroachment of an underground building(s) or portions of buildings in a required setback.
   (7) Any building greater than 48 feet in height that contains a fourth or fifth floor in the CC districts.

b. Substantial alterations shall include major landscaping alterations that require significant changes to topography, drainage, plant materials and trees, or other landscaped elements on the site.

2. Administrative Design Review

The Administrator is authorized to approve the following, provided they do not conflict with the provisions and requirements of this section:

a. Additions under 1,200 square feet.

b. Changes to exterior finishes including, but not limited to:
   (1) Siding, paint, and materials;
   (2) The addition or removal of windows or doors;
   (3) The addition, removal, or expansion of decks and patios that are less than 30 inches above grade or, if greater than 30 inches above grade, that comply with applicable lot coverage requirements for the zoning district;

c. Minor modifications to projects that have received Design Review approval by the Planning and Zoning Commission for the duration of a valid Design Review approval.

d. Master Signage Plans pursuant to §16.07.040.A.

e. Minor modifications located in an overlay district.

f. Any encroachment of an underground building or portions of buildings in a required setback.

3. Exemptions

The following items are exempt from Design Review;

a. One-family dwellings, accessory structures, and accessory dwelling units not located within the Mountain Overlay District;

b. Buildings or structures not requiring a Building Permit;

c. Temporary structures;

d. Public art;

e. Demolition associated with an approved demolition permit;

f. Driveway, walkway, and/or landscaping alterations that do not significantly change existing topography or drainage, including the removal of dead or diseased vegetation as certified by an arborist, provided such work is not located in the special flood hazard area or riparian zone;

g. The installation of fences, hedges, or walls compliant with §16.04.060.D;

h. Maintenance and repair of exterior facades;

i. Reroofs;

j. The installation of exterior lighting compliant with §16.04.090; and

k. The ground level installation and screening of utilities not greater than five feet in height.

C. Improvements and Standards

1. Streets

a. The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.

b. All street designs shall be approved by the City Engineer.

2. Sidewalks

a. All projects under §16.04.080.B that qualify as a "substantial improvement" shall install sidewalks as required by the Streets and Facilities Department.

b. Sidewalk width shall conform to the City's right-of-way standards; however, the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.

c. Sidewalks may be waived if one of the following criteria is met:

(1) The project comprises an addition of less than 250 square feet of conditioned space.

(2) The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.

d. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

e. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

f. The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions shall be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a Certificate of Occupancy.

3. Drainage and Landscaping

All applications shall meet the standards set forth in §16.04.060.A, *Standards for All Development.*

4. Compatibility of Design

a. The project's materials, colors, and signing shall be complementary with the townscape, surrounding neighborhoods, and adjoining structures.

b. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one that gives historical and/or cultural importance to the neighborhood and/or community.

c. Additions to existing buildings, built prior to 1940, shall be complementary in design, and use similar material and finishes of the building being added to.

5. Architectural

a. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.

b. The building character shall be clearly defined by use of architectural features.

c. There shall be continuity of materials, colors and signing within the project.

d. Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building.

e. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.

f. Building(s) shall orient toward their primary street frontage.

g. Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.

h. Building design shall include weather protection that prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.

6. Circulation Design

a. Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.

b. Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.

c. Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian, and equestrian use. Consideration shall be given to adequate sight distances and proper signage.

d. Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.

e. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.

7. Public Amenities

Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Streets and Facilities Department prior to Design Review approval from the Planning and Zoning Commission.

8. Underground Encroachments

a. Encroachments of underground building(s) or portions of building(s) into required setbacks are subject §16.02.070.A.10 and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.

b. No below grade structure shall be permitted to encroach into the riparian setback.

D. Community Core (CC) Projects

In addition to the requirements of §16.04.080.C, unless otherwise specified, the standards of this section apply to projects in the Community Core District. The purpose of this section is to ensure the addition of high quality architecture for new development, while maintaining the unique character of existing building stock found in the Community Core.

1. Streets

a. Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Streets and Facilities Department.

b. Street trees with a minimum caliper size of three inches, shall be placed in tree grates.

c. Due to site constraints, the requirements of this §16.04.080.D.1 may be modified by the Streets and Facilities Department.

2. Architectural

a. Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.

b. For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.

c. For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.

d. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.

e. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.

f. Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Streets and Facilities Department.

g. Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.

3. Service Areas and Mechanical/Electrical Equipment

a. Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.

b. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.

4. Landscaping

a. When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.

b. Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.

c. The City arborist shall approve all parking lot and replacement trees.

5. Surface Parking Lots

a. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.

b. Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.

c. Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.

16.04.090. Dark Skies

A. General Provisions

1. Title

This section, together with the amendments codified in this section, shall be known and may be cited as the "Ketchum Dark Sky Ordinance."

2. Purpose

The general purpose of this section is to protect and promote the public health, safety and welfare, the quality of life, and the ability to view the night sky by establishing regulations and a process of review for exterior lighting. This section establishes standards for exterior lighting in order to accomplish the following:

a. To protect against direct glare and excessive lighting;

b. To provide safe roadways for motorists, cyclists, and pedestrians;

c. To protect and reclaim the ability to view the night sky, and help preserve the quality of life and the tourist experience;

d. To prevent light trespass in all areas of the City;

e. To promote efficient and cost effective lighting;

f. To ensure that sufficient lighting can be provided where needed to promote safety and security;

g. To allow for flexibility in the style of lighting fixtures;

h. To provide lighting guidelines;

i. To provide assistance to property owners and occupants in bringing nonconforming lighting into conformance with this section; and

j. To work with other jurisdictions within Blaine County to meet the purposes of this section.

3. Scope

All exterior lighting installed after the Effective Date in any and all zoning districts in the city shall be in conformance with the requirements established by this section and any other applicable ordinances. All existing lighting installed prior to the Effective Date in any and all zoning districts in the city shall be addressed as follows:

a. All existing lighting located on a subject property that is part of an application for Design Review, Conditional Use Permit, subdivision permit, or Building Permit is required to be brought into conformance with this section. Conformity shall occur prior to issuance of a Certificate of Occupancy, final inspection or Final Plat recordation, when applicable. For other permits, the applicant shall have a maximum of 30 days from date of permit issuance to bring the lighting into conformance.

b. All existing exterior commercial lighting that is not in conformance with this section shall be brought into conformance with this section by June 30, 2018.

c. All existing exterior residential lighting, not affected by §16.04.090.A.3.a, that does not comply with this section is required to be brought into conformance with this section by June 30, 2019.

d. In the event of a discrepancy in applicable ordinances, the most restrictive shall apply.

B. Applicability

1. Authority

The Planning and Zoning Commission, the Building Official, and/or the Administrator shall have the authority to require new lighting and existing lighting pursuant to §16.04.090.A.3.a to meet the requirements of this section.

2. Lighting Plans Required

All applications for Design Review, Conditional Use Permit, subdivision and/or Building Permits shall include lighting plans showing location, type, height, color temperature, lumen output and amount of all proposed and existing fixtures. The applicant shall provide enough information to verify that lighting conforms to the provisions of this section. The Administrator, Planning and Zoning Commission, and Building Official shall have the authority to request additional information in order to achieve the purposes of this section.

C. Prohibited Lighting

1. Any light source that does not meet the requirements of this section.
2. Searchlights, beacons, laser source, and other high-intensity light fixtures.
3. Except as otherwise allowed by this Code, any lighting that is flashing, blinking, rotating, chasing, or rapidly changing in color or intensity is prohibited.

D. Lighting Standards

1. Color Temperature

All exterior lighting shall use light sources not to exceed 2,700 Kelvin.

2. Light Trespass and Overlighting

All existing and/or new exterior lighting shall protect adjacent properties from glare and excessive lighting. All vehicle lighting originating from a commercial property shall be shielded from other adjacent properties. Incidental light trespass (lighting emanating from turning motor vehicles or motion sensor lighting) is permitted.

a. All lighting emitting from any zoning lot shall not cause the light level along any property line, as measured at a height of 60 inches above grade in a plane at any angle of inclination, to exceed the limitations listed in Table 16-15 below.

Table 16-15: Maximum Light Trespass and Overlighting

District of Light Source	Impacted Zoning District	Maximum Footcandle Limits

Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	0.1 foot-candle
Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	0.5 foot-candle
Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	Noncommercial (LR, LR-1, LR-2, GR-L, GR-H, STO-.4, STO-1, STO-H, RU, AF)	0.1 foot-candle
Commercial districts (CC, T, T-3000, T-4000, LI-1, LI-2, LI-3)	Commercial districts (T, T-3000, T-4000, LI-1, LI-2, LI-3)	0.5 foot-candle
Community Core (CC)	Community Core (CC)	No limit

3. IESNA Guidelines

The Planning and Zoning Commission or Administrator may require any new lighting or existing lighting that comes before them meet the standards for maximum illuminance output as established by IESNA.

4. Nonessential Exterior Commercial and Residential Lighting

All nonessential exterior commercial and residential lighting shall be turned off after business hours and/or when not in use. Lights on a timer shall be used. Sensor activated lights shall be used to replace existing lighting that is desired for security purposes.

5. Area Lights

a. All area lights, including streetlights and parking area lighting, shall be level mounted and 85 degrees full cutoff type fixtures.

b. Residential streetlights shall be limited to 1,125 lumens, unless otherwise recommended by the Streets and Facilities Department.

c. Nonresidential streetlights shall be limited to 1,500 lumens, unless otherwise recommended by the Streets and Facilities Department.

d. Lights on major intersections on state highways shall be limited to 3,000 lumens, unless otherwise recommended by the Streets and Facilities Department.

e. Parking area lights are encouraged to be greater in number, lower in height and lower in light level, as opposed to fewer in number, higher in height and higher in light level. Parking lot lighting shall not exceed IESNA recommended illuminance (foot-candle) level and are encouraged to use the lowest range available.

f. All freestanding area lights within a residential zone, except streetlights, shall be mounted at a height equal to or less than the value 3 + (D/3), where D is the distance in feet to the nearest property boundary.

g. Freestanding luminaires shall be no higher than 25 feet above the stand/pole base; except, that luminaires used for playing fields shall be exempt from the height restriction, provided all other provisions of this section are met and the light is used only while the field is in use; and except, that streetlights used on major roads may exceed this standard if necessary as determined by the City Council, as advised by a lighting engineer. Building mounted luminaires shall be attached only to walls, and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater.

h. Area lights on a timer, sensor activated, or turned off at 10:30 p.m. are exempt from §16.04.090.D.2,*Light Trespass and Overlighting* provided all other standards of this section are met.

6. Uplighting

Uplighting is prohibited in all zoning districts, except where permitted in this section.

7. Lighting Fixtures

a. All exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded, except as exempted in this section. Examples of acceptable lighting fixtures are included below.



Figure 04-2: Full Cutoff Light Fixture Examples

b. The following figure and information sheets shall be incorporated into this section as guidelines for the public and the City for use in meeting the intent of this section. The figure and information sheets only serve as examples. The City does not endorse or discriminate against any manufacturer or company that may be shown, portrayed, or mentioned by the examples. Additional information is provided at the Planning and Building Department.

8. Lighting Fixture Exceptions and Additional Requirements

Table 16-16: Requirements by Lighting Type

Type of Lighting	Full Cutoff Light Fixture	Light Trespass Standards	Additional Requirements
Canopy lighting	Required	Not exempt	All canopy lighting shall be recessed sufficiently so as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property.
Flagpole lighting	Not required	Exempt	Upward flagpole lighting is permitted for governmental flags only. The maximum lumen output shall be 1,300 lumens. Flags are encouraged to be taken down at sunset to avoid the need for lighting.
Floodlights	Not required	Not exempt	Floodlights with external shielding shall be angled provided that no light escapes above a 25-degree angle measured from the vertical line from the center of the light extended to the ground. Floodlights shall not cause glare or light to shine directly on adjacent property or public rights-of-way. Shall be encouraged to be motion sensor activated.
Highway 75 lighting	Required	Exempt	Correlated color temperature 2,700 Kelvin.
Holiday lights	Not required	Exempt	Shall only be displayed from November 20th to March 20th. Exempt from color temperature requirements set forth in this section. All new holiday lighting shall be LED lighting, or bulb that has been demonstrated to be the most energy efficient technology available. Flashing holiday lighting is permitted. All private holiday lighting shall be turned off at the close of business hours in the CC district, and after 10:30 p.m. in all other zoning districts. Outdoor public lighting shall not be subject to holiday lighting curfew.
Natural gas fixture	Not required	Exempt	N/A
Neon lights	Not required	Not exempt	Neon lights are only permitted pursuant to Chapter 16.05, *Signs*.
Public lighting	Not required	Exempt	Shall be turned off after hours of operation or when not in use. When practically possible, motion sensors may be used.

			Public outdoor lighting is exempt from lighting curfews.
Sensor activated lighting	Required	Exempt	Shall be located so as to prevent lighting into adjacent properties or into a public right-of-way. Lighting shall activate only when motion on the property is detected and shall deactivate within no more than 5 minutes. Lighting shall not be triggered by any activity off the property or in the public right-of-way. The maximum lumen output shall be 600 lumens.
Temporary emergency lighting	Not Required	Exempt	Used by public safety services. Exempt from provisions of this section.
Temporary lighting	Required	Exempt	Lumens output shall be approved by the Administrator.

9. Additional Development Restrictions

Table 16-17: Requirements by Development Type

Development	Full Cutoff Light Fixture	Light Trespass Standards	Additional Requirements
Motor vehicle fueling stations and motor vehicle service stations	Required	Not exempt	The average foot-candle lighting level at the pump for new and existing service stations is required to be no greater than 30 foot-candle average, as set by the IESNA for urban service stations.
Towers for radio communication and navigation	Not required	Not exempt	All radio, communication and navigation towers that require lights shall have dual lighting capabilities. For daytime, the white strobe light may be used, and for nighttime, only red lights shall be used. Lighting that is required by legal jurisdictions are exempt from this provision.

E. Notification

The Planning and Building Department permits shall include a statement asking whether the subject property of the proposed work includes any exterior lighting.

Chapter 16.05 Signs

16.05.010. Purpose

Regulations addressing the number, location, size and placement of signs, symbols, markings, and other advertising devices are necessary and intended to maintain the attractiveness and orderliness of Ketchum, to protect the City's appearance, and to protect the public safety. As a historic mountain resort community with a significant tourist economy, the visual quality and character inherent in and around the city is enhanced by the application of sign regulations that produce a deliberate, clean appearance while providing flexibility and creativity of design.

16.05.020. Applicability

A. General

Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign, including, but not limited to, symbols, markings, and other advertising devices, without complying with the applicable terms and provisions of this section.

B. Sign Permit Required

Prior to erecting, constructing, placement, relocation, alteration, and/or modification of any permanent or temporary sign or banner, a Sign Permit shall be obtained from the City except as exempted below. Such application for Sign Permit shall be subject to standards, procedures, and other requirements of this section and §16.07.040, *Signs*.

C. Permit Exemptions

The following signs are exempt from permit requirements of this section but shall conform to specifications and definitions of §16.08.020 as noted:

1. Signs erected by a government or public agency in the public right-of-way, including, but not limited to, posting or display of an official notice by a public agency, advertising on public transit vehicles, and public utility signs for directional, warning or information purposes;
2. Signs and notices required by a public agency to be posted on private property according to local and state code;
3. Any sign inside a building not visible from the exterior of the building;
4. Signs affixed to the body or window of licensed, registered vehicles that are used for normal day to day operations of businesses except signs placed in or affixed to vehicles and/or trailers that are parked so as to be visible from a public right-of-way where the apparent purpose is to sell the vehicle, advertise a product, service or activity or direct people to a business or activity;
5. Merchandise displayed in windows;
6. Holiday decorations that are temporarily displayed on traditionally accepted, civic, patriotic, and/or religious holidays, provided such decorations are maintained in safe conditions, do not constitute a fire hazard, and that the decorations comply with §16.04.090, *Dark Skies*;
7. LED lighting may be used;

8. Incidental signs;
9. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building;
10. Interior signs, visible from the exterior of the building, not to exceed four square feet per sign;
11. One freestanding sign per lot, not to exceed four square feet, provided there are no other signs on the lot or structure.

D. Prohibited Signs

The following signs shall be prohibited in all zoning districts:

1. Signs located within any public street, right-of-way, or other public property, except as allowed in this Code.
2. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right-of-way, or other public property.
3. Any sign located so as to conflict with the clear visibility of public devices controlling public traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
4. Roof signs, except historic signs or replicas of historic signs as allowed in this Code.
5. Signs with a translucent plastic or other translucent material background that are internally lit or backlit.
6. Signs emitting sound.
7. Any inflatable object used for promotional or sign purposes.
8. LED lighting in conjunction with signage when the source is visible, except when used with holiday decorations.
9. Beacons.

16.05.030. General

The following shall apply to all signs proposed in all zoning districts:

A. Safety

1. All signs shall be structurally sound and maintained pursuant to all applicable provisions of the international building code edition currently adopted by the City.
2. Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

B. Computations

1. Sign Area

Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.

2. Sign Height for Freestanding and Sandwich Board/Portable Board Signs

The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

C. Street Frontage

1. Each street frontage with direct customer access is considered separately.
2. Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

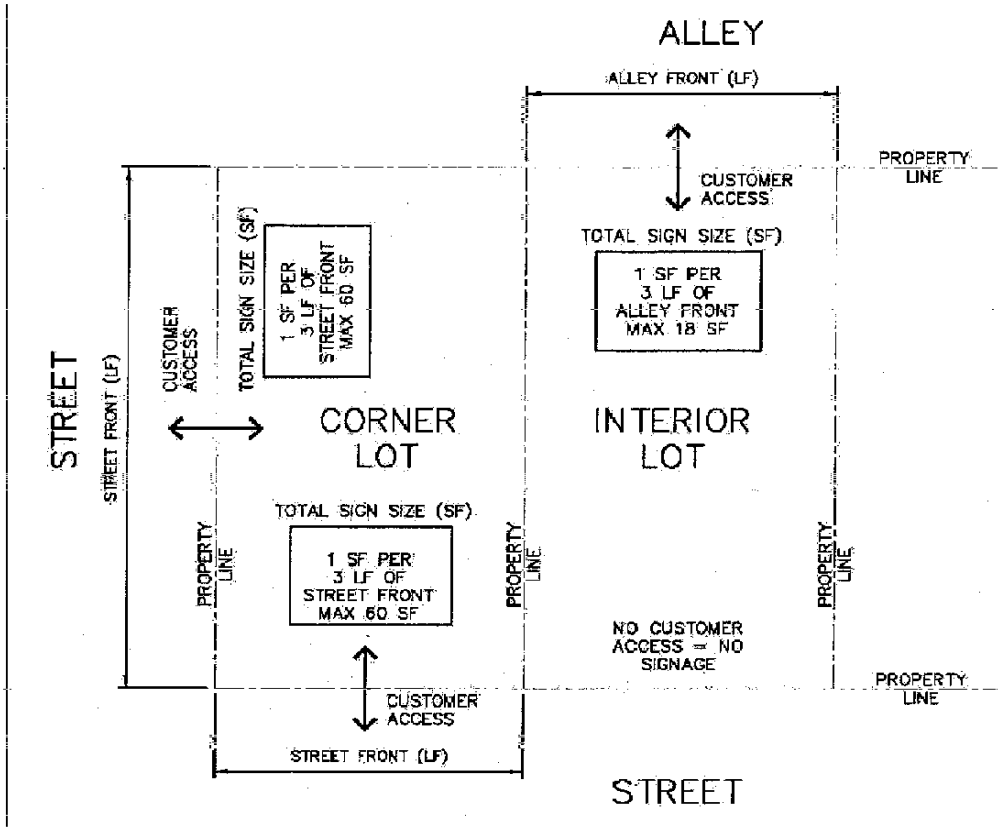


Figure 05-1: Sign Allowance by Street Frontage

D. Sign Lighting Regulations

The following shall apply to all signs proposed in all zoning districts:

1. External illumination of signs shall conform to §16.04.090, *Dark Skies* and be designed, located, shielded, and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.
2. Internal lighting shall conform to §16.04.090, *Dark Skies*.
3. Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be used inside the premises. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building.
4. LED lighting may be used provided the light source is recessed and not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.

E. Signs Overhanging Public Rights-Of-Way

All signs, awnings, and marquees allowed to overhang a public right-of-way shall be subject to building code compliance and shall require a Right-of-Way Encroachment Permit pursuant to §16.07.030.E.

16.05.040. Sign Specifications Matrix

The following categories of signs shall comply with the applicable specifications and shall be counted toward the total permissible signage.

Table 16-18: Sign Specifications Matrix

Sign Types	Maximum Area/Size [1]	Maximum Height	Setback/ Location	Maximum Number	Special Provisions
CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 Districts					
Awning	1 sf of signage for every 3 linear ft of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	1 ft or 80% of the height of the face or valance, whichever is less. A minimum of 8 ft of clearance to grade required for the lowest portion of the awning or marquee	Street fronting face of the awning	n/a	Shall be calculated as part of total signage allowed per business
Freestanding	For every 1 linear foot of principal building 0.5 sf of freestanding signage is allowed, not to exceed 20 sf per side	12 ft from highest point to adjacent grade	25 ft clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per building street frontage	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Historic/Landmark	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Reference applicable sign type (e.g., freestanding or wall)	Shall not be calculated as part of total signage allowed per lot
Marquee	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, above the eaves line/fascia of any roof type or above the highest portion of the marquee	Street fronting face of the marquee	1 per building street frontage	Shall be calculated as part of total signage allowed per business
Projecting	Determined by height, clearance, and projection parameters	A minimum of 8 ft of clearance to grade required for the lowest	n/a	1 per storefront entrance	Shall not extend more than 4 ft from the building. The

		portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building			maximum profile or thickness shall not exceed 6 in
Sandwich board (see graphic in §16.08.020)	6 sf of signage area	3.5 ft from grade	Shall be located within the frontage of the subject property and proximate to the building entrance. A minimum of 5 ft shall be maintained for pedestrian travel	1 per business	No more than 2 sides per sandwich board sign. Shall not be counted toward the total size of permissible signage
Temporary [2]	30 sf	Shall not extend above the second story of the building the sign is displayed on and shall maintain at least 8 ft from grade to bottom of sign	Shall be located on private property and not encroach into the public ROW	No more than 2 allowed per business at any 1 time	Shall not be counted toward the total size of permissible signage. Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year
Wall [3] [4]	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	Each individual permitted commercial use is limited to 2 signs that are parallel to the street frontage with direct customer access.	Any building facade shall not have a wall sign more than 40% of the unbroken facade area.
Window	Shall not occupy more than 25% of the total area of a single window surface	n/a	n/a	n/a	Any sign located inside of a building within 3 ft of an exterior window shall be counted as a

					window sign. All video displays visible from an exterior window are prohibited. Window signs are not included in the total allowed signage
AF, RU, and Residential Districts					
Freestanding	18 sf	5 ft from highest point to adjacent grade	25 ft clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total signable area for the entire development	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Wall	6 sf	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total signable area	Any building facade shall not have a wall sign more than 40% of the unbroken facade area

Notes:
[1] Sign area for historic sign replicas and landmark signs shall not count toward total signage limitations.
[2] For single-season businesses, one temporary sign or banner sign shall be allowed in addition to signage allowed for the building in which it is located, provided it does not exceed 18 square feet, is located on private property, and is displayed only during the season of operation.
[3] Wall signs may be mounted or painted on the gable wall as long as the top of the sign does not extend above the eaves line.
[4] Where buildings have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet. Each individual permitted commercial use is allowed one sign parallel to the alley frontage with direct customer access and one sign that is perpendicular to the alley with direct customer access.

16.05.050. Existing Conforming, Nonconforming, Illegal and Allowable Signs

A. Existing Conforming Signs

Existing conforming signs with a valid Sign Permit on file with the City may be replaced in its exact form (same graphics, symbols or copy, color, material, size, etc.) or relocated, as is, by amending the existing Sign Permit, without paying an additional application fee and shall not be subject to the provisions of this section.

B. Legally Nonconforming Signs

Any sign conforming to the prior sign regulations that is not in conformance with this section:

1. May not be replaced, except with an approved permit for new conforming sign;
2. May not be changed in text or logo (except changeable copy signs);
3. May not be expanded, moved, or relocated; and
4. Shall be removed if there is a change in occupancy on the premises.

C. Illegal Signs

Any sign that did not comply with sign regulations in existence at the time the sign was erected is an illegal sign and shall be removed on or before November 16, 2016.

D. Allowable Sign Types

Sign types not specifically allowable as set forth within this section are prohibited.

16.05.060. Violations and Enforcement

A. Violations

A violation of this section shall be an infraction punishable by a fine of not more than $300.00, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Each day the violation is not satisfied shall be considered a separate offense.

B. Responsibility for Good Repair

It shall be the responsibility of the business and/or property owner to keep signs in a good state of repair at all times. Nonconforming signs may be repaired and maintained provided the repairs are for the sole purpose of maintaining the sign to its original condition and does not increase the degree of nonconformity.

C. Unsafe Signs

Any sign that has been determined to be unsafe by the Building Official and/or the Planning and Building Department or that has been constructed, erected, or maintained in violation of this section, shall be repaired, made safe, made in conformance with this section, or removed within ten working days after receipt of certified notice from the City. Failure to respond to remedy the violation is unlawful and the business and/or property owner will be guilty of a misdemeanor. The City reserves the right to remove and seize any sign should it not be in conformance with this section after the final certified notice date.

Chapter 16.06 Subdivision

16.06.010. Purpose

The purpose of this chapter is to protect and promote the public health, safety, convenience, and welfare by establishing regulations and a process of review for all proposed subdivisions of land, townhouses, condominiums, and lot line shifts. This chapter establishes standards for land subdivision in order to accomplish the following:

A. To promote orderly and integrated development of land;

B. To provide safe, adequate, and efficient pedestrian and vehicular traffic systems and circulations;

C. To provide adequate all-weather ingress and egress to subdivisions and lots;

D. To prevent unplanned development and congestion on streets and highways;

E. To provide for adequate air, light, solar access, privacy, and open space;

F. To provide for adequate fire protection;

G. To prevent inadequate or inappropriate provision of water, sewer, streets, pedestrian easements, and public expenditures to provide and maintain such improvements;

H. To protect and conserve wildlife, streams, natural topography, and other desirable natural features by providing for maximum retention of natural topographic features and qualities such as, but not limited to, skyline and ridge tops, knoll ridges, established trees and shrub masses, topsoil, streambeds and banks, drainage swales, and preventing damage to the natural environment or scenic beauty;

I. To safeguard and enhance the character, appearance, and economic stability of the community;

J. To provide adequate and uniform monumenting of land subdivisions and promote accurate legal descriptions;

K. To protect the economic base of the community, including property values;

L. To provide access to public lands and waters;

M. To ensure the provision and construction of adequate improvements including, but not limited to, water, sewer, and other utilities, streets, bridges, drainage, street lighting and easements;

N. To encourage and promote energy conservation and alternative energy sources as well as other advanced building technology; and

O. To ensure conformance of proposed subdivisions with the above stated purposes and to ensure design and construction of improvements in conformance with the standards and purposes of this chapter and all other municipal ordinances relating to this chapter, including subsequent amendments.

16.06.020. Jurisdiction

The regulations and procedures set forth in this chapter shall apply to every subdivision of land, townhouse and condominium development, and lot line shifts within the corporate limits of the City and all jurisdictional areas of the City presently existing or adopted after the Effective Date.

16.06.030. Scope

A. The regulations and procedures contained in this chapter shall be complied with prior to any of the following:
   1. Division of a parcel of land into two or more tracts, lots, or parcels for transfer of ownership, building development, leasing, or encumbering with mortgage or deed of trust.
   2. The establishment of a "condominium," "townhouse," or "Planned Unit Development," as defined in §16.08.020.
   3. Addition to, or creation of a cemetery.
   4. The change or modification of boundary lines whether or not any additional lot(s) is created.
   5. Any alteration, modification, change, addition to or deletion from any plat of record, and including boundary shifts and/or removal of lot lines between existing platted or unplatted lots or parcels of land.

B. No owner, or agent of the owner, shall transfer, sell, encumber by mortgage or deed of trust, or offer to sell any portion of an unsubdivided parcel of real property before a Final Plat has been approved by the City Council and filed with the office of the Blaine County Recorder as required by law.

C. The subdivision of any lot or of any parcel of land by the use of a metes and bounds description for the purpose of sale, transfer, encumbrance by mortgage or deed of trust, or lease shall not be permitted without the filing of a Final Plat as required in this Chapter 16.04. All such divisions of land shall not be recognized by the City nor shall Building Permits be issued for any improvements until such subdivisions have received Final Plat approval and met all requirements of Chapter 16.04.

16.06.040. Exceptions

These regulations shall not apply to the following:

A. The subdivision of land into parcels of ten acres or more solely for agricultural use that does not create a new street nor widen an existing street and upon which no residential building shall be constructed.

B. The unwilling sale of land by legal condemnation.

C. The enlargement of municipal streets, facilities, and easements.

D. The acquisition of collector or arterial street rights-of-way by any public agency in conformance with the comprehensive plan.

16.06.050. Development and Design

The standards of this section shall not apply to development of any new condominium or townhouse project on previously platted land.

A. Lot Requirements

1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.

2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use.
3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line.
4. Double frontage lots shall not be created.
5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width. Easement shall be recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.

B. Building Envelopes

1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s):
   a. In whole or in part, within the floodplain;
   b. That contain land with a slope in excess of 25 percent, based upon natural contours; or
   c. Create corner lots at the intersection of two or more streets.
2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure.
3. Building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.
4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following:
   a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met.
   b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.

C. Block Requirements

The length, width, and shape of blocks within a proposed subdivision shall conform to the following requirements:

1. No block shall be longer than 1,200 feet, nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots.
2. Blocks shall be laid out in such a manner as to comply with the lot requirements.

3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses, and topographical features.
4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets.

D. Street Improvement Requirements

1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, *Access, Connectivity, and Circulation*, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features;
4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
6. In general, partial dedications shall not be permitted, however, the City Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated;
7. Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two lots, a temporary turnaround easement shall be provided, and the easement shall revert to the adjacent lots when the street is extended;
8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for arterial and collector streets, and 125 feet for minor streets;
9. Streets with centerline offsets of less than 125 feet shall be prohibited;
10. A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets;
11. Proposed streets that are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all

street names within the proposed subdivision from the County Assessor's Office before submitting same to City Council for Preliminary Plat approval;

12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
14. In general, the centerline of a street shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement;
16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2, and §16.04.020, *Access, Connectivity, and Circulation*;
17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city;
18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic that will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be pursuant to adopted standard specifications;
19. Sidewalks, curbs, and gutters shall be a required improvement installed by the subdivider in compliance with adopted City standards; and
20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.

E. Alley Improvement Requirements

1. Alleys shall be provided in Mixed-Use districts.
2. The width of an alley shall be not less than 20 feet.
3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement.
4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties.
5. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.

F. Required Easements

Easements, as set forth in this section, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
3. All subdivisions that border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.
4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.

G. Sanitary Sewage Disposal Improvements

1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum Sewage Treatment System as a required improvement by the subdivider.
2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to Final Plat approval.
3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal pursuant to the requirements of the Idaho Department of Health and Welfare and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements that it deems necessary to protect public health, safety, and welfare.

H. Water System Improvements

1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement.
2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction.
3. The central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted.
4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.

I. Planting Strip Improvements

1. Planting strips shall be required improvements to screen the view of incompatible features for the following:
   a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off-street parking areas; and
   b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.
2. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the Final Plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.
4. The subdivider shall submit a landscaping plan for such planting strip with the Preliminary Plat application.

J. Cuts, Fills, and Grading Improvements

1. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
2. Areas within a subdivision that are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such

revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).
6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
7. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within 12 feet horizontally of the top and existing or planned cut slope.
8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

K. Drainage Improvements

1. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and Final Plat.
2. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity.
3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.
4. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.

L. Utilities

In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.

M. Off-site Improvements

Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.

N. Avalanche and Mountain Overlay

All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.

O. Natural Feature Preservation

1. Existing natural features that enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.

P. Additional Criteria for Subdivision in Floodplain Overlay District

1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.
2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, *FP: Floodplain Overlay District*;
3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter.
4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event;
6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho;
7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and
8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.

16.06.060. Condominiums

A. Purpose

The purpose of this section is to set forth special provisions for property created or converted pursuant to the Condominium Property Act, Idaho Code title 55, chapter 15, as amended, revised, or compiled. The provisions of this section are found necessary in order to provide for the public health, safety, and welfare of purchasers and residents of such condominiums.

B. Preliminary Plat and Final Plat Required

Condominium projects shall obtain a Minor Subdivision approval pursuant to §16.07.080.B.

C. Standards

1. Garage

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

16.06.070. Townhouses

A. Purpose

The purpose of this section is to set forth provisions for real property subdivided into townhouse sublots, such provisions found necessary in order to provide for the public health, safety and welfare of purchasers and residents of such townhouse developments.

B. Preliminary Plat, Final Plat, and Design Review Required

Townhouse developments shall obtain a Minor Subdivision approval pursuant to §16.07.080.B.

C. Standards

1. All townhouse developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots.
2. All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

16.06.080. Mobile Home Subdivisions

A. General

Mobile home subdivisions shall be treated the same as any residential subdivision subject to the requirements set forth in the zoning ordinance, building code, and any other statute, ordinance, or regulations of any governmental entity having jurisdiction.

B. Requirements

Mobile home subdivisions shall be subject to the following requirements:

1. Such subdivisions may be submitted and reviewed as a Planned Unit Development as set forth in §16.02.050.
2. Such subdivisions shall be screened from adjacent areas other than subdivisions of the same type by an aesthetically acceptable fence and/or planting strip.
3. Adequate provision shall be made for the maintenance of the subdivision.
4. Side lot lines shall be within 30 degrees of right angle or radial line to the street line.

16.06.090. Impact Statement

A. Impact Statement Required

The subdivider proposing a subdivision of more than ten lots or condominium units, or townhouses, or a Planned Unit Development may be required by the Administrator to prepare an impact statement prior to approval of a Preliminary Plat. The statement shall discuss the potential effects of the proposed development upon the City in terms of impact upon economics, public facilities, or environment as set forth in this section.

B. Additional Requirements

The impact statement shall contain at minimum those materials listed in the Administrative Manual. In addition, the Administrator may reasonably require the impact statement to be extended to include other factors and criteria not listed in the Manual due to unusual characteristics of the land or character of the proposed development or improvements. Furthermore, the subdivider may be required to provide additional information and studies regarding any of the factors or criteria required in the impact statement.

C. Contiguous or Adjacent Property

When an owner or subdivider owns or controls contiguous or adjacent land to that which they propose to subdivide under the terms of this chapter, the Administrator may require that the contiguous or adjacent property be included in the subdivision or that a Development Plan for the entire tract be presented. Furthermore, the Commission or Council may require that the entire parcel or parcels of land be platted.

16.06.100. Area of City Impact

A. Findings and Purpose

It is found and declared that:

1. Idaho Code section 67-6526 provides a negotiation process by which jurisdictions shall adopt, by ordinance, a map identifying an area of City impact within the unincorporated area of the county and a separate ordinance providing for application of plans and ordinances for the area of City impact.
2. The cities of Ketchum and Sun Valley share a common boundary and, therefore, have potentially overlapping areas of City impact within the unincorporated area of Blaine County. The cities have mutually agreed upon a line of demarcation between the areas of impact of

the cities as evidenced by the memorandum of agreement between the cities of Ketchum and Sun Valley, dated May 27, 1994, and as amended on November 1, 1994. Copies of the memorandum of agreement and subsequent amendments are located in the Planning and Building Department.

B. Ketchum Area of City Impact Boundary

1. The Ketchum area of City impact is the area designated on the Ketchum zoning map.
2. In case property under single ownership is divided by the boundary line of Ketchum's area of City impact, if such line divides such property so that one or both parts has a depth of 300 feet or less, such part shall be included in the jurisdiction within which the remainder and larger portion of the property is located.

C. Geographic Description of Four Areas in Area of City Impact

The Area of City Impact shall include all of those areas within the city so designated by the Ketchum zoning map.

D. Annexation, Area of Impact

1. Annexation by the City shall be limited to those lands lying within its area of City impact. If the City wishes to annex lands outside of its area of City impact, it shall renegotiate its area of City impact boundary with Blaine County (and the City of Sun Valley if applicable).
2. Upon annexation of any portion of the area of City impact into the City of Ketchum, the provisions of this chapter shall no longer apply to such annexed portion.

E. Applicable Plan Policies and Ordinances

1. Comprehensive Plan

a. The Comprehensive Plan, Resolution 14-006, as amended, shall apply within Ketchum's area of City impact, area III, and the Sun Valley Company River Run property in area IV.

b. The Blaine County Comprehensive Plan shall apply within Ketchum's area of City impact, areas I, II and IV, excluding the Sun Valley Company River Run property.

2. Subdivision Plats

a. All subdivision plat applications including Planned Unit Developments situated within Ketchum's area of City impact shall be submitted and receive approval from both the City and Blaine County as provided in Idaho Code section 50-1306, excluding area III and the Sun Valley Company River Run property in area IV.

(1) The City's subdivision rules and regulations shall prevail, with the exception that the more restrictive Blaine County environmental regulations, floodplain, and hillside, contained in the Blaine County zoning ordinance shall prevail except in area III and the Sun Valley Company River Run property in area IV.

(2) Lot line shifts and minor modifications to plats, as defined herein, are exempt from the provisions of this section. "Lot line shifts" means a change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of such lot below the minimum zoning requirements and that does not create

additional lots or dwelling units. "Lot line shifts" includes other minor changes to a subdivision, condominium or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

b. Replats and amendments to plats defined in §16.06.100.E.2.a(2) shall be required to submit an application and receive approval from Blaine County only.

3. Zoning

a. The Blaine County zoning ordinance and zoning designations shall apply to area I, area II, and area IV, excluding the Sun Valley Company River Run property.

b. This Code shall apply to area III and the Sun Valley Company River Run property in area IV.

(1) Area III shall be designated general residential-low density (GR-L) zoning.

(2) Area IV, the Sun Valley Company River Run property only, shall be designated tourist (T) zoning.

(3) Any parcels or portions of parcels within area III and area IV, the Sun Valley Company River Run property only, that are designated floodplain by an adopted FEMA map, shall be subject to FP overlay district rules and regulations contained in Ketchum zoning ordinance 208. A copy of all floodplain applications, supporting documents and required documentation including, but not limited to, elevation certificates shall be sent to Blaine County Planning Department.

F. Processing of Land Use Applications in Ketchum's Area of City Impact

1. Within areas I, II, and IV, excepting the Sun Valley Company River Run property, the Blaine County Planning Department shall send to Planning and Building Department copies of all county applications for rezones no later than 15 days prior to any county public hearing on such application. The City shall make any recommendations to Blaine County in writing and shall cite the Comprehensive Plan policies, goals, objectives, provisions, or other documentation supporting such recommendation. Such recommendation shall be received by Blaine County prior to or at such public hearing. Input from the City shall not be binding or controlling on the County but shall be treated as documentary evidence. All applications, permits, and fees shall be submitted and processed by Blaine County only.

2. Within area III and the Sun Valley Company River Run property in area IV, the Planning and Building Department shall send to the Blaine County Planning Department copies of all City application(s) no later than 15 days prior to any City public hearing on such application(s). Blaine County shall make any recommendations to the City in writing and shall cite the Comprehensive Plan policies, goals, objectives, provisions, or other documentation supporting such recommendation. Such input from Blaine County shall not be binding or controlling on the City but shall be treated as documentary evidence.

a. Existing Blaine County applications and permits shall remain in and be the sole responsibility of Blaine County.

b. Any and all proposed changes/alterations to existing Blaine County permits shall be submitted to and processed by the City. Once any change to an existing permit is

requested by the applicant, all City processes, rules, regulations, and fees shall apply. At such time, the original files and such request shall be transferred from Blaine County to the City, and such permits shall become the sole responsibility of the City.

c. All new permits, applications, and applicable fees shall be submitted to and processed by the City. Such permits shall be the sole responsibility of the City.

d. The City shall provide written notice to Blaine County regarding all applications being processed by providing copies of such applications to the Blaine County Planning Department.

G. Amendment of Plan Policies and Ordinances

All applications for County and City amendments to their respective comprehensive plans and implementing ordinances that apply within Ketchum's area of City impact shall be sent by the entity considering such amendment to the other entity according to the following referral process:

1. Amendment of City Comprehensive Plan and Ordinances

a. Notice of all proposed amendments to the Comprehensive Plan, subdivision ordinance, and zoning ordinance shall be forwarded to the Blaine County Planning Department by the Planning and Building Department at least 15 days prior to any public hearing on such proposed amendment(s), when such amendment(s) is before the Planning and Zoning Commission and City Council. The Blaine County Planning Department shall determine whether or not such amendment is in conflict with either the Blaine County Comprehensive Plan or Blaine County zoning ordinance. The Blaine County Planning Department shall notify the City of such determination in writing prior to or at such public hearing. Input from the county shall not be binding or controlling on the City but shall be treated as documentary evidence.

b. The Planning and Building Department shall notify Blaine County Planning Department, in writing, of the City's action on such amendment(s) within 15 days following a final decision, along with notice as to when the amendment will take effect in the city. Within 30 days after the receipt of the amendment, the Board of County Commissioners or their designee shall determine if the amendment(s) has any effect on the area of City impact ordinance. If the determination is that the amendment(s) has no effect, then the Blaine County Planning Department shall, within 15 days, forward a written copy of the determination to the Planning and Building Department. If the determination is that the amendment(s) does effect the area of City impact ordinance, then the Board of County Commissioners shall either protest the amendment(s) and request renegotiation of the area of City impact ordinance, or if necessary, shall direct the Blaine County Planning and Zoning Commission to schedule the amendment(s) for public hearing as an amendment to the area of City impact ordinance.

2. Amendment of County Comprehensive Plan, Subdivision Ordinance, or Zoning Ordinance

a. Notice of all proposed amendments to the County comprehensive plan, subdivision ordinance, or zoning ordinance shall be forwarded to the Administrator at least 15 days prior to any public hearing on such proposed amendment(s). The Planning and Building Department shall determine whether or not such amendment(s) is in conflict with one

or more of the goals, objectives, policies, or provisions of the Comprehensive Plan, subdivision ordinance, or this Code. The Planning and Building Department shall notify the Blaine County Planning Department of such determination in writing prior to or at such public hearing. Such input from the City shall not be binding or controlling on the County but shall be treated as documentary evidence.

b. The Blaine County Planning Department shall notify the Planning and Building Department, in writing, of the county's action on such amendment(s) within 15 days following a final decision along with notice as to when the amendment(s) shall take effect in the county. Within 30 days after receipt of the amendment(s), the City Council or their designee shall determine if the amendment(s) has any effect on the area of City impact ordinance. If the determination is that the amendment(s) has no affect, then the Planning and Building Department shall, within 15 days, forward a written copy of the determination to the Blaine County Planning Department. If the determination is that the amendment(s) does affect the area of City impact ordinance, then the Council shall either protest the amendment(s) and request renegotiation of the area of City impact ordinance, or if necessary, shall direct the Planning and Zoning Commission to schedule the amendment(s) for public hearing as an amendment to the area of City impact ordinance.

H. Renegotiation

1. Pursuant to Idaho Code section 67-6526(d), the City Council or the Board of County Commissioners may request, in writing, to renegotiate any provision of this chapter at any time. Within 30 days of receipt of such written requests by each party, a meeting between the two jurisdictions shall occur.
2. While renegotiation is occurring, the provisions of this chapter shall remain in effect until it is amended or a substitute ordinance is adopted by the City and Blaine County pursuant to the notice and hearing procedures provided in Idaho Code or until a declaratory judgment from the district court is final; provided, however, that this chapter or stipulated portions shall be of no further force and effect if both jurisdictions so agree by mutually adopted resolution.

Chapter 16.07 Administration and Procedures

16.07.010. Summary Table of Review Procedures

Table 16-19: Summary Table of Review Procedures
R = Review and Recommendation D = Decision A = Appeal ✓ = Required
HPC = Historic Preservation Commission

		Public Notice			Review & Decision-Making Bodies			
	Section	Mailed	Published	Posted	Staff	HPC	P&Z Commission	City Council
Development Permits								
Conditional Use Permit	16.07.030.A	✓	✓	✓	R		D	A
Conditional Use Permit, Planned Unit Development	16.07.030.B	✓	✓	✓	R		R	D
Design Review								
Preapplication	16.07.030.C.1	✓	✓	✓	R		R	
Administrative	16.07.030.C.2	✓	✓	✓	D		A	
Public Hearing	16.07.030.C.2	✓	✓	✓	R		D	A
Dig Permit	16.07.030.D				D			A
Right-of-Way Encroachment Permit	16.07.030.E				R			D
Temporary Use of Right-of-Way Permit	16.07.030.F				D			A
Variance	16.07.030.G	✓	✓	✓	R		D	A
Wireless Communication Facility Permit								
Administrative	16.07.030.H.3				D			
Public Hearing	16.07.030.H.3	✓	✓	✓	R		D	A
Signs								
Master Signage Plan, Administrative	16.07.040.A				D		A	
Sign Permit								
General	16.07.040.B				D		A	
Historic/Landmark	16.07.040.B				R	D		
Floodplain Permits and Procedures								
Emergency Riparian Alteration	16.07.050.B				D		A	

		Public Notice			Review & Decision-Making Bodies			
	Section	Mailed	Published	Posted	Staff	HPC	P&Z Commission	City Council
Emergency Stream Bank Stabilization	16.07.050.C				D		A	
Floodplain Development Permit								
Administrative	16.07.050.D	✓			D		A	
P&Z	16.07.050.D	✓	✓	✓	R		D	A
Minor Riparian Alteration Permit	16.07.050.E	✓			D		A	
Temporary Flood Barrier	16.07.050.F				D		A	
Floodplain Development Variance	16.07.050.G	✓	✓	✓	R		D	A
Historic Preservation								
Alteration to Historic Structure	16.07.060.D	✓	✓	✓	R	D		
Demolition of Historic Structure	16.07.060.E	✓	✓	✓	R	D		A
Designation of Historic Building/Site	16.07.060.F	✓	✓	✓	R	R		D
Ordinance Amendments								
Annexation	16.06.100	✓	✓	✓	R		R	D
Code Amendment	16.07.070.A	✓	✓	✓	R	R [1]	R	D
Comprehensive Plan Amendment	16.07.070.B	✓	✓	✓	R	R [1]	R	D
Zoning Map Amendment (Rezoning)	16.07.070.C	✓	✓	✓	R		R	D
Subdivision Procedures								
Major Subdivision								
Preliminary Plat	16.07.080.A.1	✓	✓	✓	R		R	D
Final Plat	16.07.080.A.2	✓			D		A	
Minor Subdivision	16.07.080.B	✓	✓	✓	R		R	D
Plat Amendment	16.07.080.C	✓			R			D
Subdivision Exception	16.07.080.D	✓	✓	✓	R		R	D
Vacation or Dedication	16.07.080.E	✓	✓	✓	R		R	D

Notes:
[1] If the proposed amendment is related to historic preservation.

16.07.020. Common Review Procedures

A. Staff Meeting

1. Purpose

The staff meeting provides an opportunity for applicants to meet with staff to review and discuss applicable submittal requirements, review procedures, and to identify any issues associated with the proposed development.

2. Applicability

a. A staff meeting is required prior to application submittal for the following application types:
   (1) Conditional Use Permit;
   (2) Conditional Use Permit for Planned Unit Development;
   (3) Preapplication Design Review;
   (4) Design Review requiring a public hearing;
   (5) Wireless Communications Facility Permit;
   (6) Floodplain Development Permit;
   (7) Floodplain Development Variance;
   (8) Alteration to Historic Structure
   (9) Code Amendment;
   (10) Comprehensive Plan Amendment
   (11) Zoning Map Amendment;
   (12) Preliminary Plat;
   (13) Minor Subdivision; and
   (14) Variance.

b. The Administrator may waive the staff meeting requirement for applications where the projected size, complexity, or anticipated impacts do not warrant the need for a staff meeting.

3. Procedure

a. The applicant shall submit a request for a staff meeting to the Administrator.

b. The Administrator shall schedule staff meetings and notify appropriate staff and the applicant of the time and location of the conference.

c. A minimum of one week prior to the scheduled staff meeting, the applicant shall submit the following materials at a minimum:
   (1) A written description of the proposed project;
   (2) Conceptual drawings showing the location, layout, and primary elements of the proposal;
   (3) Uses that are proposed, and the location of proposed uses, structures, and public improvements;

(4) Whether any Variance or other request for flexibility related to the proposed project is anticipated.

(5) A list of specific questions for City staff or topics of discussion the applicant is seeking feedback on.

d. The topics of discussion may include, but shall not be limited to:

(1) Characteristics of the site and surrounding area (e.g., significant natural and manmade features; natural hazards, resources, or other special considerations of the site; services and accessibility of the site; surrounding development and land use; and existing zoning);

(2) The nature of the development proposed (e.g., proposed land use, coverages, and densities; the placement of proposed buildings and other improvements; the location, type, and method of maintenance of common open space or treatment of public use areas; the preservation of natural features; proposed parking areas and internal circulation system, including easements; types of water and sewage treatment systems proposed); and

(3) Applicable regulations, review procedures, and submission requirements.

e. City staff attending the staff meeting shall identify concerns or factors the applicant should consider related to the scope, features, and potential impacts of the project as they relate to this Code, adopted building code, engineering standards, public safety, or other policies or regulations enforced by the City and/or other public entities. City staff shall also indicate to the extent possible what approval procedures are required for the proposed project, the anticipated procedural timeline, and if applications associated with such procedures may be processed concurrently.

f. Discussions that occur and information that is conveyed at a staff meeting are preliminary and advisory and shall not be binding upon the meeting participants. Discussion of potential conditions to mitigate impacts do not reflect actions by the decision-making body until and unless a decision-making body takes formal action to attach that condition to a development approval.

g. Applicants shall submit the associated development application within 12 months of the staff meeting.

B. Preapplication Neighborhood Meeting

1. Purpose

The purpose of an applicant-facilitated neighborhood meeting is to provide an opportunity to inform the residents and landowners of the surrounding neighborhood(s) of the details of a proposed development and application, how the applicant intends to meet the standards contained in this Code, and to receive public comment and encourage dialogue early in the review process. No decision regarding the application will be made at the neighborhood meeting.

2. Applicability

A neighborhood meeting is required for Conditional Use Permits, Planned Unit Development Conditional Use Permits, Preapplication Design Review applications where the Preapplication

Design Review is required, and Design Review applications that require a public hearing. For developments requiring both a Preapplication Design Review and Design Review, only one neighborhood meeting prior to the Preapplication Design Review public hearing is required. Neighborhood meetings shall be conducted prior to the first public hearing. A neighborhood meeting is recommended for voluntary Preapplication Design Review applications and Alterations to Historic Structures. The Administrator may waive the applicant-facilitated neighborhood meeting requirement for applications where the projected size, complexity, or anticipated impacts do not warrant the need for a neighborhood meeting.

3. Procedure

a. Notice of Neighborhood Meeting

An applicant holding a neighborhood meeting shall provide mailed notice of the meeting in the same manner that would be required for public hearings on the application pursuant to the common development review procedures. Additional notice is encouraged through alternative methods such as email, social media, and published newsletters.

b. Attendance at Neighborhood Meeting

The applicant shall be responsible for scheduling the meeting, coordinating the meeting, and for retaining an independent facilitator if needed. The meeting shall be held at a reasonable date and time prior to submittal of the subject development application. The meeting shall be held within the city limits, preferably within the vicinity of the development proposal. Attendance at the meeting by City staff is not required and will be determined by the Administrator.

c. Summary of Neighborhood Meeting

The applicant shall submit a written affidavit of the neighborhood meeting, on a form provided by the city, with the application submittal. The written summary shall be included in the staff report provided to the decision-making body. The following information shall be included in the meeting summary, at a minimum: date, time, and location of the meeting and a copy of the meeting sign-in sheet..

C. Application Submittal and Processing

1. Authority to Submit Application

a. Unless expressly stated otherwise in this Code, a development application shall be submitted by:

(1) The owner, contract purchaser, or any other person having a recognized property interest in the land on which development is proposed; or

(2) A person authorized to submit the application on behalf of the owner, contract purchaser, or other person having a recognized property interest in the land, as evidenced by a letter or document signed by the owner, contract purchaser, or other person.

b. If there are multiple owners, contract purchasers, or other persons authorized to submit the application, all such persons shall sign the application or a letter or document consenting to the application.

c. When a preapplication staff meeting is required, application submission will not be accepted until the preapplication staff meeting is complete.

2. Application Content

a. The application shall be submitted to the Administrator on a prescribed form established by the City and available on the City's website. The applicant bears the burden of demonstrating compliance with application requirements.

b. Application forms, fee schedules, and other materials related to and necessary for the administration of this Code are located on the City's website.

3. Determination of Application Completeness

The Administrator shall determine whether the application is complete or incomplete and provide written notification of such determination to the applicant. A complete application shall include full payment of all fees required according to the type of application on the City's fee schedule and shall be processed according to the procedures in this chapter. An incomplete application shall not be processed or reviewed. Any deficiencies noted by the Administrator shall be addressed by the applicant prior to resubmitting the application.

4. Abandoned Applications

If an application has not been resubmitted to address staff-noted deficiencies within six months, the application shall be deemed abandoned. Abandoned applications shall require a new preapplication staff meeting, if applicable.

5. Resubmittal of a Previously Denied Application

If a final decision results in the denial of a development application, an applicant wishing to resubmit the same plan for approval:

a. May not submit the same development application, or one substantially the same as determined by the Administrator, for a period of 12 months from the date of the most recent ruling of denial; or

b. May submit a revised application that adequately addresses all the stated reasons for denial. The Administrator shall determine whether:

(1) A new submittal adequately addresses all the stated reasons for denial and can proceed with a submittal; or,

(2) A new submittal is sufficiently altered from the project denied that it qualifies as a new application for a different project.

In either scenario, such application shall be treated as a new application for purposes of review and scheduling.

6. Dormant Applications

a. If, at any point in a development application review process, the Administrator has notified the applicant that additional or corrected materials are required, and the applicant has not submitted those materials within three months after the date of such notification, the application will be considered withdrawn. The Administrator may extend the three-month period if requested by the applicant prior to its expiration and

upon the applicant's demonstrating good cause for the additional delay. The Administrator may grant no more than two extensions.

b. Any re-submittal of the application after the three-month deadline will be treated as a new application for purposes of payment of application fees, review, scheduling, public notice, and hearings.

D. Review and Action: Administrative Approvals

If an application is subject to a final decision by the Administrator, the following procedure shall apply:

1. Referral to Staff and Review Agencies

The Administrator shall distribute the complete application to appropriate staff and review agencies. The departments and agencies to which applications may be referred include all City departments, commissions of other governing bodies having joint jurisdiction, utility companies, soil conservation district, and such other departments or agencies as the Administrator deems necessary.

2. Staff Review and Application Revisions

Staff shall review the application and shall consult with applicable City departments and other participating review agencies. Staff shall submit recommendations and comments to the applicant in a form established by the Administrator. Subsequent reviews of the application will not be completed until the Administrator determines that the applicant has adequately responded to the recommendations and comments, or the applicant requests that the application move forward without responding to the City's recommendations and comments.

3. Third-Party Review

In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. The City Council or the Planning and Zoning Commission shall require such technical review to be paid for by the applicant. The selection of the third-party expert shall be at the City's discretion. Based on the results of the third-party review, the City may require changes to the application that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:

a. The accuracy and completeness of submissions;

b. The applicability of analysis techniques and methodologies;

c. The validity of conclusions reached; and

d. Any specific technical issues designated by the City.

4. Decision

The Administrator shall make a decision based on the review standards applicable to the application type. The decision shall be in writing and shall clearly state reasons for a denial, approval, or approval with conditions.

E. Review and Action: Public Hearing Approvals

If an application is subject to one or more public hearings and a final decision by the City Council or the Planning and Zoning Commission, the following procedure shall apply:

1. Referral to Staff and Review Agencies

The Administrator shall distribute the complete application to appropriate staff and review agencies. The departments and agencies to which applications may be referred include all City departments, commissions of other governing bodies having joint jurisdiction, utility companies, soil conservation district, and such other departments or agencies as the Administrator deems necessary.

2. Administrator Review and Application Revisions

The Administrator shall review the application and shall consult with applicable City departments and other participating reviewing agencies. Staff shall submit recommendations and comments to the applicant in a form established by the Administrator. Subsequent reviews of the application will not be completed until the Administrator determines that the applicant has adequately responded to the City's recommendations and comments, or the applicant requests that the application move forward without responding to the City's recommendations and comments.

3. Third-Party Review

In certain instances, there may be need for expert review by a third party of the technical data submitted by the applicant. The City Council or the Planning and Zoning Commission shall require such technical review to be paid for by the applicant. The selection of the third-party expert shall be at the City's discretion. Based on the results of the third-party review, the City may require changes to the application that comply with the recommendations of the expert. The expert review of the technical submission shall address the following:

a. The accuracy and completeness of submissions;

b. The applicability of analysis techniques and methodologies;

c. The validity of conclusions reached; and

d. Any specific technical issues designated by the City.

4. Staff Report

Once a public hearing has been scheduled pursuant to §16.07.020.E.6.a below, the Administrator shall prepare a written staff report that summarizes the proposal, analysis of Code compliance, findings, and recommendations.

5. Distribution and Availability of Application and Staff Report

The Administrator shall submit a copy of the staff report to the review and/or decision-making body and shall make the staff report and related application materials available for public review one week prior to the scheduled hearing.

6. Public Notice and Public Hearings

a. Scheduling

The Administrator shall schedule the public hearing for either a regularly scheduled meeting or special meeting of the appropriate decision-making body.

b. Public Hearing Notice

Applications for development shall comply with the Idaho law and the provisions of this section with regard to public notification. The required notice for each application type is identified in Table 16-19: *Summary Table of Review Procedures*. Application-specific notice requirements are located in the section for the specific application types.

c. Notice Format and Content

(1) Publication

(A) At least 15 days prior to a public hearing, notice shall be published in the official newspaper or paper of general circulation within the city. Notice may also be made available to other newspapers, radio, City website, social media, and television stations serving the City for use as a public service announcement.

(B) The notice shall contain a description of the size and location of the subject property and shall inform the reader of the time and place of the meeting at which the public hearing will be held.

(2) Posting

Notice shall be posted on the premises at least seven days prior to the public hearing.

(3) Mailing

(A) All property owners within 300 feet of the subject property and all political subdivisions providing services within the City, including school districts, shall be notified by first class mail. Written notification shall be deemed sufficient if deposited in the mail to all property owners according to the records of the Blaine County assessor at least 15 days prior to such meeting and public hearing. Misspellings of the names of property owners shall not affect the sufficiency of notice as set forth in this chapter.

(B) When notice is required to 200 or more property owners, alternate forms of procedures that would provide adequate notice may be used in lieu of mailed notice. Acceptable alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice. Forms of alternative notice shall be:

i. Posting the notice of hearing in three conspicuous locations within the city;

ii. Publishing the notice of hearing in the official newspaper of the City;

iii. Making the notice of hearing available to other local newspapers; and

iv. Making the notice of hearing available to the local radio stations for a public service announcement.

(C) When notice is required to be mailed to 750 or more property owners or purchasers of record, the applicant shall be charged a fee to cover the cost of advertising and processing.

(D) The notice shall contain a description of the size and location of the subject property and shall inform the reader of the time and place of the meeting at which the public hearing will be held.

7. Review and Decision

a. The application shall be subject to review, hearings, recommendations, and decisions as indicated in Table 060.1: *Summary of Development Review Procedures*.

b. The applicable decision-making body shall consider the application, relevant support materials, staff report, and any evidence and public comments from the public hearing.

c. The applicable decision-making body shall approve, approve with conditions, or deny the application based on the applicable review criteria listed in the application-specific procedures.

d. The applicable decision-making body shall clearly state the factors considered in making its recommendation or decision, as well as the basis or rationale for the recommendation or decision.

8. Performance Bonds and Security Agreements

a. General

(1) Public and private improvements required by this Code or by a condition attached to an approval under this Code, including Design Review elements, shall be secured by a financial guarantee in the form of a performance bond or security agreement (letter of credit) to secure completion of the dedication or construction of required improvements not yet completed. No personal checks shall be allowed as performance bonds.

(2) Unless otherwise specified in this section, the applicant shall provide security reasonably acceptable to the City, in a form and in an amount not less than 150 percent of the cost of the engineering or design, materials and installation of the improvements as determined by the City Engineer, which security shall fully secure and guarantee completion of the required improvements within a period of two years from the date the security is provided.

(3) In the event the improvements are not constructed within the time allowed by the City Council (which shall be two years or less, depending upon the individual circumstances), the City Council may order the improvements installed at the expense of the subdivider and the surety.

(4) In the event the cost of installing the required improvements exceeds the amount of the bond, the applicant shall be liable to the City for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the

performance bond shall automatically become a lien upon any and all property within the subdivision or development owned by the owner and/or applicant.

(5) If any extension of the 12 month period is granted by the City, each additional year, or portion of each additional year, shall require an additional 20 percent to be added to the amount of the original security initially provided.

(6) In the event the improvements are not completely installed within 12 months, or upon the expiration of any approved extension, the City may, but is not obligated to, apply the security to the completion of the improvements and complete construction of the improvements. Following completion of required improvements, the City shall return excess funds to the applicant.

b. Excavations and Improvements of City Rights-of-Way and Easements

The contractor or permittee must establish a bond, which shall be renewable annually, in the amount of $5,000.00, or an amount otherwise established at the discretion of the City Engineer or Streets Department, to be provided by the contractor and posted with the City. Any costs related to restoration of the street or alley due to settlement shall be paid for by the contractor or the permittee.

9. Development Agreement

a. Purpose

This section is intended to provide reasonable standards and procedures in order to:

(1) Implement the goals and policies of the Comprehensive Plan, specifically, but not inclusively, the provision of affordable housing, passive and active open space, transportation improvements, public infrastructure improvements and sensitive areas (riparian, avalanche, steep slopes, and floodplain) protection;

(2) Preserve and protect the character of Ketchum;

(3) Assure the safety, health, and general welfare of present and future inhabitants of the City;

(4) Protect and enhance the natural, cultural, and historic resources of the city from adverse impacts and to integrate new development into the city's existing natural and built environment;

(5) Promote the development of an economically sound and stable community;

(6) Accommodate other necessary or innovative types of development while balancing and respecting private property rights;

(7) Encourage and promote affordable housing; and

(8) Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

b. Applicability

Development agreements may be used:

(1) In the Annexation, Zoning Map Amendment, or Planned Unit Development process in any zoning district;

(2) For phased developments; or

(3) When the Administrator determines an application includes specified activities or uses that require additional conditions to manage or mitigate impacts due to their location, design, size, operation, intensity of use, generation of traffic and traffic movement, or other unique characteristics.

c. Application Requirements

Applicants shall submit the following:

(1) An application form that includes at a minimum:

(A) Name, address and telephone number of the property owner, any coapplicants as well as any representatives for the property owner and/or coapplicants.

(B) Original signatures for the property owner and all coapplicants. If the property owner or coapplicant will be represented by another, the original signature authorizing the representative to represent the property owner and/or coapplicant shall also be submitted.

(C) A complete legal description of the subject property.

(D) Title report.

(E) Application fee.

(2) Four copies plus one reduced to at least 11 inches by 17 inches of the architectural plan of the proposed construction in sufficient detail to show the following:

(A) Floor plan (not less than one-eighth-inch scale).

(B) All exterior elevations.

(C) Section through the highest point of the building indicating existing, natural and proposed grade, with dimensions. If the subject property is located in the CC district, an analysis of the height invisible plane shall also be submitted.

(D) Type and color of exterior materials and roofing.

(E) Location and type of exterior lighting.

(F) Existing structures and land uses on and adjacent to the subject property.

(G) Adjacent roadways, proposed roadways, ingress and egress from said roadways, parking and pedestrian circulation and access.

(H) Property lines with dimensions, adjacent land uses, structures and zoning.

(I) Topography at one foot intervals or spot elevations.

(J) Scale, north arrow, and legend.

(K) Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property.

(L) Existing vegetation, labeled as to remain or be removed.

(M) Conceptual landscape plan that includes plant location, general species type and quantity.

(3) A written description of the proposed development, including the uses, and how it integrates and complements adjacent land uses.

(4) A written narrative demonstrating compliance with the goals and policies of the Comprehensive Plan.

(5) A traffic analysis that includes adjacent roadways, proposed roadways, ingress and egress from said roadways, parking, pedestrian circulation and impacts to nonmotorized and transit facilities.

(6) Signed and notarized statement by the applicant indicating that failure to comply with all commitments in the approved zoning development agreement shall be deemed consent to revert the zoning of the property to the preexisting zoning district, or in the case of an initial zoning district at annexation, a zoning district deemed appropriate by the City Council.

(7) Phasing plan and proposed phasing schedule.

(8) Additional information as reasonably required at the discretion of the Administrator, Planning and Zoning Commission or City Council prior to or during the review process.

(9) The materials required in this section may be waived by the Administrator after administrative review of the application should no need be found for them.

(10) A draft zoning development agreement reviewed by the City Attorney as to form that contains, at a minimum, the following:

(A) List of use(s) to be allowed.

(B) Permitted square footage and building locations.

(C) Identification of development standards that shall be required under the agreement.

(D) Identification of locations for permitted uses on approved conceptual plan.

(E) Planned implementation of improvements with a construction and completion schedule.

(F) A provision that the standards and processes of the design review overlay district shall apply to the development of the property.

(G) A provision for the use of a security agreement for project completion if the proposal is developed in phases.

(H) A provision that the property owner/developer acknowledges and agrees that failure to comply with the terms of the agreement shall result in a reversion of the zoning of the real property to the zoning existing immediately prior to the agreement, pursuant to the procedure set forth in Idaho Code section 67-6511A.

(I) A provision specifying that unless modified or terminated by the governing board, pursuant to §§16.07.020.E.9.f and 16.07.020.E.9.gthe commitment and all conditions, terms, duties and obligations included in said commitment are binding on the owner of the property, each subsequent property owner and every person(s) acquiring interest in said property.

(J) Other conditions attached to the project through the public hearing process.

(K) The administrator may waive §§16.07.020.E.9.c(10)(B), 16.07.020.E.9.c(10)(D), and 16.07.020.E.9.c(10)(E) after administrative review of the application should no need be found for them.

d. Subsequent Actions

A development agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new standards, regulations, or policies that do not conflict with commitments applicable to the property as set forth within a duly executed agreement.

e. Encumbrance

The property owner(s), co-property owner(s), developer(s), agent(s) of property owner or developer, assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property that is encumbered by the development agreement shall comply with all conditions, terms, obligations, and duties contained in the agreement. Failure to comply shall result in termination of the agreement per §16.07.020.E.9.g.

f. Modification of Agreements

Development agreements may only be modified through the public hearing process in §16.07.020.E.6.

g. Termination of Agreements

(1) Development agreements may be conditioned to expire after a prescribed time limit authorized by the City Council.

(2) Development agreements may be terminated by the City Council, after a public hearing pursuant to §16.07.020.E.6, for failure to comply with the commitments expressed in the development agreement.

(3) Upon termination of a development agreement pursuant to this section, the property shall revert to the prior zoning district or, in the case of initial zone at annexation, to a zoning district deemed appropriate by the City Council. All uses that are not compatible with the subsequent zoning designation following termination of the development agreement shall cease. The owner of the property shall apply for a Conditional Use Permit for the property if the use(s) is conditionally allowed within the subsequent zoning district.

(4) In the event the City believes that grounds exist for revocation of a permit, the property owner shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the property owner a reasonable period of time not exceeding thirty calendar days to furnish evidence:

i. That corrective action has remedied the violation or noncompliance;

ii. That rebuts the alleged violation or noncompliance; and/or

iii. That a development agreement application to modify the existing development agreement has been submitted and accepted by the City for processing.

(B) In the event that a property owner fails to provide evidence reasonably satisfactory to the City as provided for in (4) above, the City shall refer the

apparent violation or noncompliance to the City Council for a public hearing pursuant to §16.07.020.E.6.

(C) The City Council shall provide the property owner notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.

(D) Within ten calendar days of the completion of the hearing, the City Council shall issue a written decision terminating the development agreement or remanding it back to the Planning and Zoning Commission for the amendment process pursuant to the public hearing process specified within §16.07.020.E.6.

(E) A document recording such termination shall be recorded in the office of the Blaine County recorder.

10. Conditions of Approval

a. Where this Code authorizes a decision-making body to approve or deny an application subject to applicable criteria, the decision-making body may approve the application with conditions necessary to bring the proposed development into compliance with this Code or other regulations, or to mitigate the impacts of that development on surrounding properties and streets. The decision-making body may attach conditions to the permit pertaining to the proposed use, including, but not limited to, those:

(1) Minimizing adverse impact on other development.

(2) Controlling the sequence and timing of development.

(3) Controlling the duration of development.

(4) Assuring that development is maintained properly.

(5) Designating the exact location and nature of development.

(6) Requiring the provision for on site or off-site public facilities or services.

(7) Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city.

b. Conditions of approval shall be reasonably related to the anticipated impacts of the proposed use or development or shall be based upon standards duly adopted by the City. Such conditions may include those necessary to carry out the purpose and intent of the Comprehensive Plan, other adopted City plans, and this Code. No conditions of approval shall be less restrictive than the requirements of this Code, except where the Code expressly allows deviations.

c. Any condition of approval that requires an applicant to dedicate land or pay money to a public entity in an amount that is not calculated according to a formula applicable to a broad class of applicants shall be roughly proportional both in nature and extent to the anticipated impacts of the proposed development, as shown through an individualized determination of impacts. The City shall bear the burden of determining such impacts.

d. During its consideration, the decision-making body may consider alternative potential conditions, and no discussion of potential conditions shall be deemed an attempt or

intent to impose any condition that would violate the federal or state constitutions, statutes, or regulations. Discussions of potential conditions to mitigate impacts do not reflect actions by the decision-making body unless and until the decision-making body takes formal action to attach that condition to a development approval.

e. City Council may modify conditions recommended by the Planning and Zoning Commission prior to making a decision.

f. Unless otherwise provided in this Code, any representations of the applicant in submittal materials or during public hearings shall be binding as conditions of approval.

F. Notice of Final Decision

The Administrator shall provide written notification of the decision via email to the applicant and shall make a copy of the decision available to the public in a conspicuous and easily accessible location. Such notice may be published on the City's website.

G. Recordation

Any application requiring recordation including, but not limited to Final Plats, Minor Subdivisions, Plat Amendments, Vacations or easements, and development agreements shall file the final copy of the applicable plat or agreement with the Blaine County Recorder.

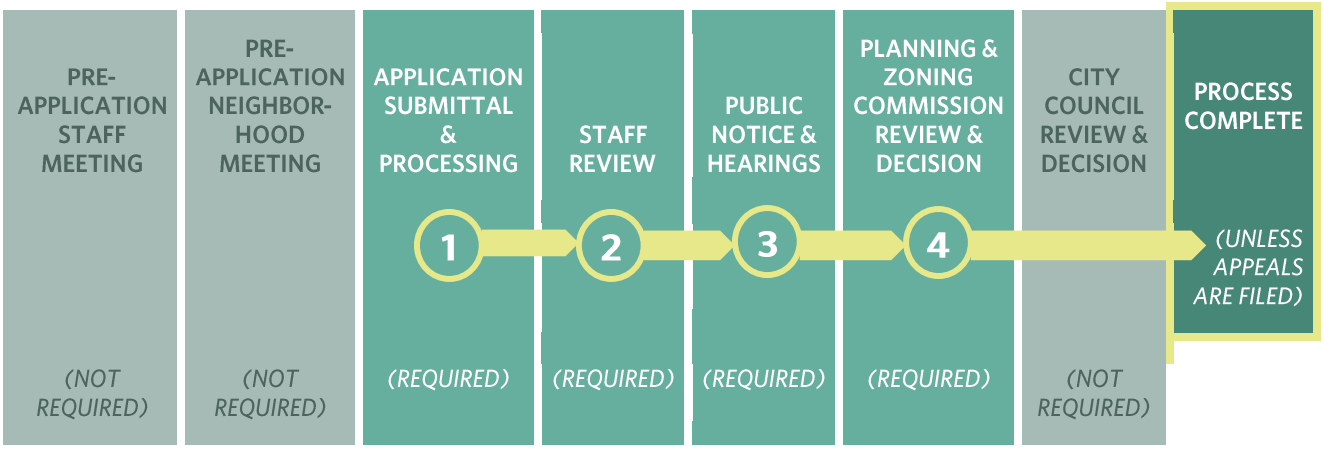
H. Appeal

1. Applicability

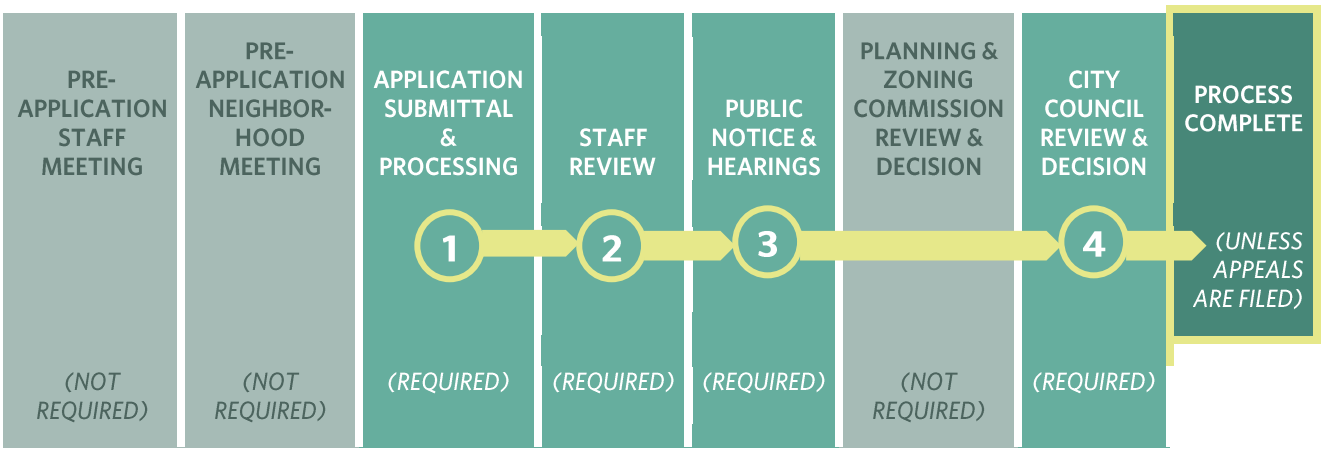
An Appeal of any order, requirement, decision, or determination of the Administrator or Planning and Zoning Commission made in the administration or enforcement of this Code may be taken by any affected person, as that term is defined by Idaho Code section 67-6521, as it may be amended from time to time, or any officer or department of the City, to the Commission, or City Council, respectively.

2. Procedure

a. For appeals of Administrator decisions:



b. For appeals of Planning and Zoning Commission decisions:



c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Time for Filing Appeals

All Appeals permitted or authorized by this Code shall be taken and made in the manner and within the time limits as follows: The written notice of Appeal shall be filed before 5:00 p.m. of the 15th calendar day after the order, requirement, decision, or determination of the Administrator has been made or after findings of fact have been approved by the Planning and Zoning Commission, whichever is applicable. The failure to physically file a notice of Appeal with the Administrator of the City within the time limits prescribed by this section shall be jurisdictional and shall cause automatic dismissal of such Appeal.

(2) Fee for Appeals

In addition to the application fee, a fee equal to the expense of giving notice and providing the transcript shall be paid within two days after receipt from the Administrator of the amount of the fee. In the event the fee is not paid as required, the Appeal shall not be considered filed.

(3) Application for Appeal

The notice of Appeal shall be in writing and in such form as shall be available from the office of the Administrator, which shall require to be set forth with specificity all bases for Appeal, including the particulars regarding any claimed error or abuse of discretion.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Official Record

(A) The Administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the Planning and Zoning Commission

the original of all papers constituting the record in the case, together with the order, requirement, decision, or determination of the Administrator or Commission.

(B) For Appeals of Planning and Zoning Commission decisions, a verbatim transcript of the Commission proceedings shall be prepared and transmitted to the City Council at the appellant's expense.

(2) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission or City Council, as applicable, and shall be noticed pursuant to Idaho Code section 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code section 67-6501 et seq., as may be amended from time to time.

(3) Decision

(A) The Planning and Zoning Commission or City Council shall affirm, reverse, or modify, in whole or in part, the order, requirement, decision, or determination of the Administrator or Commission, respectively, pursuant to §16.07.020.E.7 and the review criteria below, within 30 days after the hearing on Appeal, which shall include its written findings of fact and conclusions of law separately stated.

(B) For Appeals of Planning and Zoning Commission decisions, the Council may remand the application to the Commission for further consideration with regard to specific criteria stated by the Council.

(C) The Planning and Zoning Commission or Council shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code section 67-6521, as that section may be amended from time to time.

(4) Appeal

In the event of an Appeal of a decision of the City Council to district court, applications approved by the City will be processed by the City during the pendency of the Appeal.

3. Review Criteria

In reviewing an Appeal, the Planning and Zoning Commission or City Council consider the record, the order, requirement, decision or determination of the Administrator or Commission, respectively, and the notice of Appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the and the Administrator or Commission and/or staff representing the Commission, respectively. The Commission or Council shall not consider any new facts or evidence at this point.

16.07.030. Development Permits

A. Conditional Use Permit

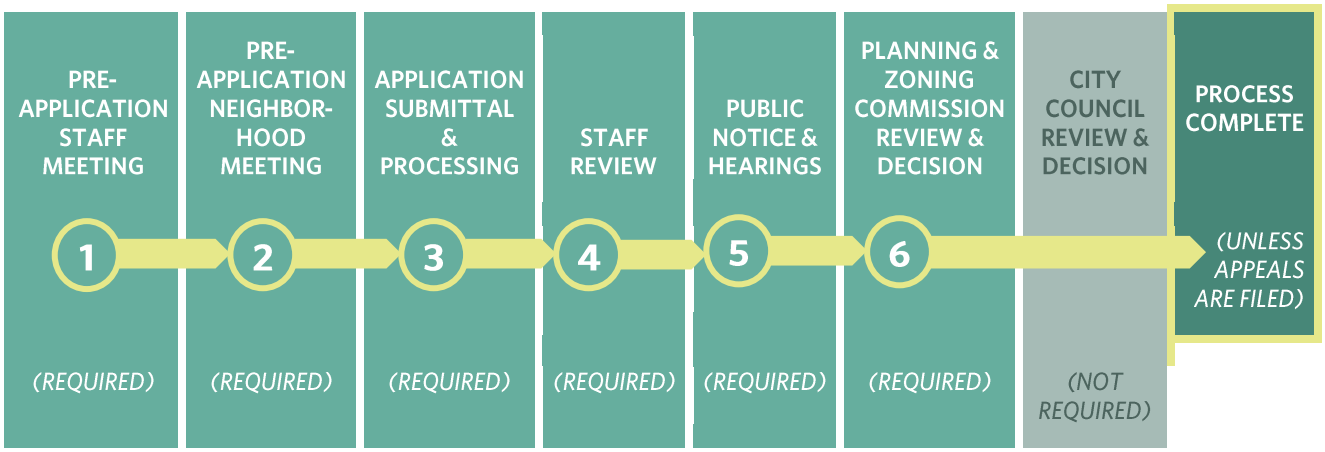
1. Purpose

The Conditional Use Permit (CUP) procedure provides a mechanism for the City to review uses that possess characteristics that require review and evaluation by the Planning and Zoning Commission to determine whether or not the use would cause any public health, safety, or welfare concerns.

2. Applicability

A CUP is required for the land uses identified as conditional uses in Table 16-7: *Table of Permitted Uses*.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Avalanche Overlay District

Prior to granting of a CUP for construction in the Avalanche Overlay District, the applicant shall submit the following to the City:

(A) A site-specific avalanche study from a field expert;

(B) Structural plans for proposed avalanche protective, deflective, and preventative structures, devices, or earthwork;

(C) A letter signed by a structural engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the City and that the proposed construction will not deflect avalanches toward the property of others; and

(D) Other information and engineering studies may be requested in consideration of an application for a Conditional Use Permit.

(2) Studies

Prior to granting a CUP, studies may be required of the social, economic, fiscal, and environmental effects of the proposed conditional use.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Expiration of Approval

Activities permitted by the granting of a CUP shall commence within 12 months from the date the Planning and Zoning Commission Chair signs the approved findings of fact for the CUP, otherwise the approval shall be deemed null and void.

(2) Extension of Approval

(A) Prior to the expiration of the approval, the CUP holder may submit a written request for an extension of the approval. No extensions shall be granted for an expired CUP.

(B) The Planning and Zoning Commission may grant one extension, for a maximum of 12 months, in a public hearing, based on whether:

i. There have been significant amendments to the City's ordinances that will apply to the subject Conditional Use Permit;

ii. Significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Hazardous situations have developed or have been discovered in the project area;

iv. Community facilities and services required for the project are now inadequate; or

v. Conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this Code, have occurred during the time that the CUP was not activated.

(C) If any of the above considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the Administrator and the chair of the Planning and Zoning Commission shall issue this decision in writing; otherwise the Administrator and the chair of the Commission shall approve the extension.

(3) Effect of Approval

A CUP shall not be considered as establishing a binding precedent to grant other CUPs. A CUP is not transferable from one parcel of land to another.

4. Review Criteria

a. All Applications

In reviewing an application for a CUP, the Planning and Zoning Commission shall consider whether:

(1) The characteristics of the conditional use will be unreasonably incompatible with the types of uses permitted in the applicable zoning district;

(2) The conditional use will materially endanger the health, safety, and welfare of the community;

(3) The conditional use is such that pedestrian and vehicular traffic associated with the use will be hazardous or conflict with existing and anticipated traffic in the neighborhood;

(4) The conditional use will be supported by adequate public facilities or services and will adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts; and

(5) The conditional use is in conflict with the policies of the Comprehensive Plan or the basic purposes of this section.

b. Additional Standards for Construction in the Avalanche Overlay District

Appropriate landscaping may be required where such structures, devices, or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. The conditional use does not result in alteration or removal of any existing natural barriers.

B. Conditional Use Permit (CUP) for Planned Unit Development (PUD)

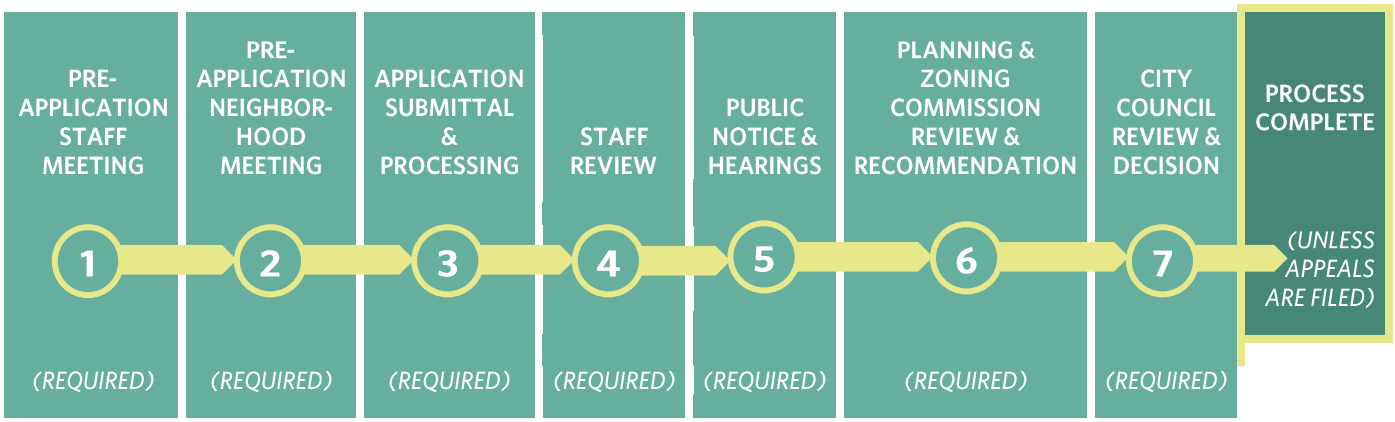
1. Purpose

The purpose of a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) is to provide a mechanism for the City to review requests for Planned Unit Developments pursuant to §16.02.050.

2. Applicability

A PUD CUP is required for any request to develop a PUD pursuant to §16.02.050.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Application Requirements

Applicants shall submit the following:

(A) An application form that contains the following information and exhibits:

i. The name, address, mailing address and telephone number of each owner of record of the property, the developer, and the engineer, surveyor, and/or other person preparing the development plan and/or accompanying information or documents. A parcel of property shall be under single ownership, or the application shall be consented to in writing, acknowledged by all property owners within the development.

ii. Legal description of the area.

iii. A copy of the proposed articles of incorporation, bylaws of homeowners' association, condominium declarations, and all other agreements, covenants and other provisions which will govern the use and maintenance and assure continued protection of the development.

iv. A current title report, together with a copy of the owner's recorded deed to such property. A copy of the applicant's option to purchase, or unrecorded contract of sale for such property, together with the written notarized consent of the owner(s) of record to such PUD, shall be sufficient evidence of ownership to allow processing of such application. Withdrawal of consent of an owner of record shall be deemed withdrawal of the application.

v. Development schedule for construction and/or phasing.

vi. All percolation tests and/or exploratory pit excavations required by state health authorities.

vii. A list of the owners of the properties within 300 feet of the exterior boundaries of the proposed project. The owners' list shall include the names of all owners, their addresses, and a general description of the property owned by each. The Administrator may waive or modify this requirement for a community housing PUD.

viii. Additional information as reasonably required at the discretion of the Administrator.

(B) A development plan that includes:

i. The scale, north point and date.

ii. The name of the proposed development, which shall not be the same or confusing with the name of any subdivision or planned unit development in the City of Ketchum, or the City of Sun Valley or Blaine County, Idaho.

iii. The name, address, mailing address and telephone number of each engineer, surveyor, or other person preparing the development plan and/or accompanying information or documents.

iv. The scaled location of existing buildings, water bodies and courses, and adjacent streets, alleys, and easements, public and private.

v. Location of zoning district lines within the proposed project and within the immediate vicinity.

vi. The location of existing and proposed street rights-of-way, including dimensions and proposed street names, lots and lot lines, and easements (public and private).

vii. The location, size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed development.

viii. The location, size and type of sanitary and storm sewers, water mains and facilities, culverts, utilities, street improvements, street lighting, curbs, gutters, sidewalks and all other existing and proposed utilities and other surface or subsurface structures within, immediately adjacent to, or proposed to serve the development.

ix. The boundaries of the floodplain, floodway and avalanche hazard areas affecting the development.

x. Building envelopes of proposed structures shall be drawn to scale. If the applicant elects to seek Design Review approval for the project or a portion under §16.07.030.B.3.c(2), the applicant shall comply with the additional requirements of that section.

xi. Lot area of each lot.

xii. A surveyed contour map of the existing topography of the property and a contour map of the proposed development with contour lines at

maximum intervals of five feet to show the existing and proposed configuration of the land, together with the documentation upon which such contour maps were prepared.

xiii. A survey plat of the property.

xiv. A drainage plan showing the location, size and direction of all watercourses and drainage flows, all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed development.

xv. A landscaping plan showing the location and size of existing mature trees, and established shrub masses, and showing the location, size and type of proposed landscaping of the project with particularity.

xvi. Exterior boundary lines of the property, together with dimensions.

xvii. Location of on-site parking spaces and access, including the dimensions of the spaces and the width and length of access.

xviii. Tabulation of the percentage of the lot coverage by proposed building, percentage of lot coverage by proposed parking areas and floor area broken down by uses, together with the total square footage of the parcel of property.

xix. Location of existing structures on adjacent properties.

xx. Studies may be reasonably required prior to or during the review process by the Administrator, commission, or council of the social, economic, fiscal and/or environmental effects of the proposed development.

xxi. Additional information as reasonably required at the discretion of the Administrator, Planning and Zoning Commission, or City Council prior to or during the review process.

(2) Concurrent Design Review

An applicant may elect to request Design Review approval for the structures within the project or the first phase, and in such instances, the applicant shall submit the application, information and fees and receive approval required by the appropriate Design Review regulations and criteria. Any Design Review approval issued by the Planning and Zoning Commission pursuant to this section shall be subject to issuance of a PUD CUP by the City Council. Any PUD CUP granted without Design Review approval shall apply for and receive Design Review approval pursuant to the applicable ordinances.

(3) Large Block Plat

As determined by the Administrator, a large block plat shall be prepared in the manner required for subdivision Preliminary Plats under the applicable ordinance(s). Such large block plat shall include, but not be limited to, maximum allowable densities, types and uses of structures, location of building envelopes, location and dedication of streets, alleys, easements, parks and other public lands.

(4) Exception or Deferral of Requirements

Exception or deferral of any of the requirements of this section and §16.02.050.D, *Standards* may be granted by the City Council on a case by case basis. Application for such exception or deferral must be in writing and submitted as part of the application for a PUD CUP. Such application for exception or deferral must state with particularity the matters on which the applicant seeks exception or deferral and that the exception or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Planning and Zoning Commission Recommendation

(A) For applications that include a request to waive or defer requirements, the Planning and Zoning Commission shall consider the project and make their recommendations to the City Council based upon and subject to the exceptions they deem appropriate to recommend the Council grant an exception or deferral.

(B) Upon receiving the recommendations of the Commission, the PUD CUP application shall be placed upon the agenda of a regular City Council meeting.

(2) City Council Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below. In addition:

(A) If the City Council grants a requested exception or deferral, the PUD CUP shall state when, if ever, the requirement that was waived or deferred must be met and what entity or agency has the power to review the requirements. Such PUD CUP shall state any such conditions deemed appropriate or necessary by the Council to promote, further or enforce the applicant's method of guaranteeing the use, rental cost, resale cost for the employee or low-cost housing.

(B) If the City Council finds a substantial error in the information presented to the Planning and Zoning Commission or new information is presented that may make a material difference in the recommendation made by the Commission, the Council may remand the application to the Commission for further review and recommendations.

(C) Prior to final approval of a PUD CUP, the City Council may require, but shall not be limited to requiring, the following:

i. Written agreements executed by the developer to secure performance of any requirement or condition to be imposed as part of the approval, including, but not limited to: development, services, and/or annexation agreements.

ii. Submission of a revised Development Plan to incorporate changes made during the review process.

iii. Dedication of lands, personal property, or improvements to the City.

iv. Recordation of documents with the Blaine County Recorder including, but not limited to, declarations of covenants and restrictions, easements, restrictive covenants, management agreements, and similar documents that may include provisions that such documents may not be amended without the prior written consent of the City Council.

(3) Conditions of Approval

(A) All projects receiving a PUD CUP, as a condition of such permit, shall be required to submit and receive Design Review approval for each structure to be constructed within the project prior to making application for a Building Permit irrespective of the zoning district or districts within which the project is located.

(B) The City Council may require the construction of certain improvements, private and/or public utilities, services, facilities, recreation or other amenities, and landscaping to be installed in the project, or in lieu to post a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(C) Prior to or as a condition of PUD approval, the applicant shall prepare a final large block plat in the manner required for final subdivision plats under the applicable ordinance(s). Such final large lot plat shall be filed with the office of the Blaine County Recorder, Hailey, Idaho.

(4) Preliminary and Final Plat Approvals

After issuance of a PUD CUP, the applicant shall file a Preliminary Plat and Final Plat for each stage of the development in conformance with the approved PUD CUP and Development Plan pursuant to the subdivision and other applicable ordinances.

(5) Effect of Approval

The issuance shall not be considered a binding precedent for the issuance of other PUD CUPs. A PUD CUP is not transferable from one parcel of land to another.

(6) Expiration of Approval

Upon receiving a PUD CUP, an applicant shall have 12 months from the date of issuance to submit an application for Design Review of the entire project or the first phase of the project, whichever is pursuant to the construction schedule, or in the case of a lot subdivision PUD, to file a Preliminary Plat application. Failure to file the appropriate application within such one-year period shall cause the PUD CUP to be null and void ab initio.

(7) Extension of Approval

(A) Prior to the expiration of the approval, the PUD CUP holder may submit a written request for an extension of the approval. No extensions shall be granted for an expired PUD CUP.

(B) The City Council, without a public hearing may grant an extension of the time limitations set forth in 16.07.030.B.3.d(6) above or may grant an extension of the time limits imposed by the development schedule based on whether:

i. There have been significant amendments to the City's ordinances that will apply to the subject Conditional Use Permit;

ii. Significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Hazardous situations have developed or have been discovered in the project area;

iv. Community facilities and services required for the project are now inadequate; or

v. Conditions on the site, including, but not limited to, noxious weeds, unsightly trash or storage conditions, or other items in violation of this Code, have occurred during the time that the CUP was not activated.

(8) Revocation of Approval

Failure to comply with any condition or term of such permit may cause such permit to be void. A PUD CUP may be revoked at any time for violation of the permit or any condition by motion of the City Council after a due process hearing upon a minimum of ten days' written notice describing the violation to the holder of the PUD CUP. At the hearing the holder may be represented by counsel, present testimony and cross examine witnesses. A due process hearing is not a public hearing.

(9) Changes in Development Plan

(A) Minor changes in the location, siting or character of buildings and structures may be authorized by the Administrator, if required by engineering or other circumstances not foreseen at the time the PUD CUP was approved. All such requests shall be in writing supported by such documentation as reasonably required by the Administrator.

(B) No change shall be authorized by the Administrator except in writing and shall not increase the size of any building or structure, or building envelope concept, nor change the location of any building or structure outside of an approved building envelope; provided, notwithstanding the foregoing, if the Administrator determines any proposed change may have a significant impact on the approved project, the Administrator may decline to administratively approve such change and shall forward same to the City Council for consideration.

4. Review Criteria

The Planning and Zoning Commission shall review and recommend and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

a. The proposed project will not be detrimental to the present and permitted uses of surrounding areas.

b. The proposed project will have a beneficial effect not normally achieved by standard subdivision development.

c. The development shall be compatible with the surrounding area.

d. The proposed vehicular and nonmotorized transportation system:

   (1) Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties.

   (2) Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD.

   (3) Is designed to provide automotive and pedestrian safety and convenience.

   (4) Is designed to provide adequate removal, storage, and deposition of snow.

   (5) Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress, and parking areas to have the least impact on surrounding uses.

   (6) Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.

   (7) Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.

   (8) Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.

e. The Development Plan is in conformance with and promotes the purposes and goals of the comprehensive plan, this Code, and other applicable ordinances of the City, and not in conflict with the public interest:

   (1) Pursuant to §16.07.030.B.3.c(1), all of the Design Review standards in §16.07.030.C.2 be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation, and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

   (2) The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.

   (3) The site design should cluster units on the most developable and least visually sensitive portion of the site.

f. The Development Plan incorporates the site's significant natural features.

g. There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD CUP.

h. The development will be completed within a reasonable time.

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

j. The project complies with all applicable ordinances, rules, and regulations of the City, except as modified or waived pursuant to this section.

C. Design Review

1. Preapplication Design Review

a. Purpose

The purpose of Preapplication Design Review is to allow the Planning and Zoning Commission to exchange ideas and give preliminary direction to the applicant on a project's design concept, based on the application of this Code's standards.

b. Applicability

(1) Preapplication Design Review is required for:

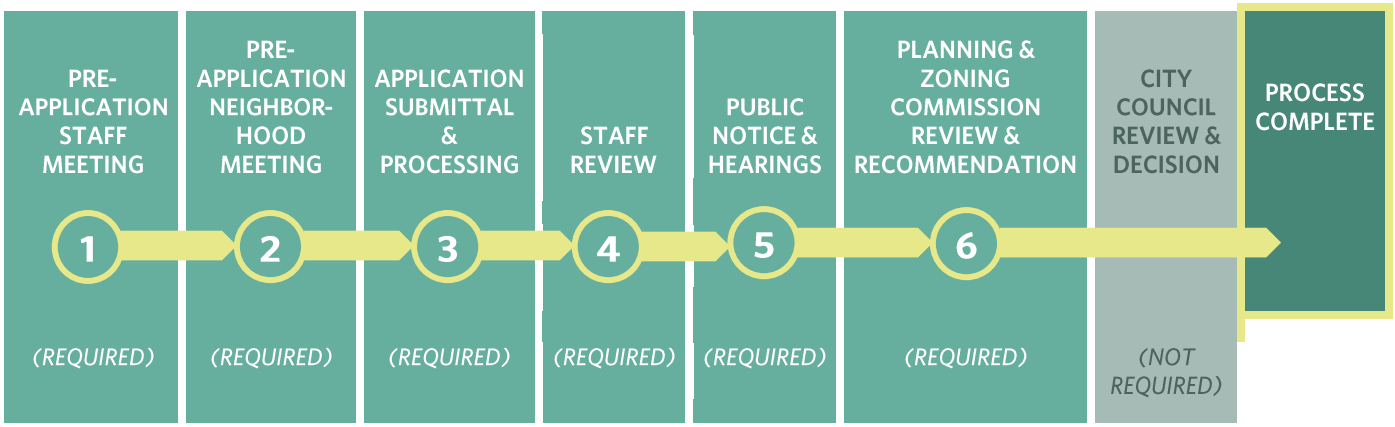
(A) Any new non-residential or multi-family residential development with four or more stories; and

(B) Any new development on a lot or lots totaling 11,000 square feet or more.

(2) Applicants of projects not meeting the above thresholds may request a Preapplication Design Review at their discretion.

(3) The Administrator may waive the requirement for Preapplication Design Review if the project is found to have no significant impact.

c. Procedure



(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

(2) Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

(3) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. A project narrative describing the approach and concept of the project and how the project meets the applicable Design Review criteria.

ii. A conceptual site plan showing proposed on and off-site improvements. Site plan shall include conceptual landscaping and public amenities. Detailed plant list not required.

iii. Elevations and floor plans for all facades and all levels shall be provided. Elevations shall depict materiality, however, colored renderings not required.

iv. Materials and colors sample board shall be provided for all facades. Photos of materials, representative imagery, and other digital representation of concept is acceptable. Specifications of materials and colors are not required.

v. A minimum of two perspectives, one from a street view and one from bird's eye view, showing the massing of the proposed project within the context of the surrounding neighborhood. Adjacent properties and structures must be included. Full color renderings or photo-realistic perspectives are not required.

(B) Mountain Overlay District

For projects within the Mountain Overlay district:

i. In addition the application requirements listed above, the applicant shall provide topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any.

ii. On-site information may be required by the Planning and Zoning Commission. On-site information shall be placed a minimum of seven days and shall include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal and poles illustrating proposed heights of structures.

(4) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Decision

A formal decision will not be rendered by the Planning and Zoning Commission. The Commission shall review and provide feedback based upon the review criteria in §16.07.030.C.1.d.

(B) Vested Property Right

If a Preapplication Design Review is required and has been completed pursuant to this section, a vested property right shall be created. The voluntary request for a Preapplication Design Review does not create a vested property right.

(C) Design Review Application Required

Projects that have conducted a Preapplication Design Review meeting with the Planning and Zoning Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission; otherwise, the preapplication review will become null and void.

d. Review Criteria

In reviewing and providing feedback on a Preapplication Design Review application, the Planning and Zoning Commission shall consider the review criteria for Design Review in §16.07.030.C.2.d, any issues identified in the staff report, and any other items the Commission deems relevant to the proposed project.

2. Design Review

a. Purpose

The purpose of Design Review is to:

(1) Maintain and enhance appearance, character, beauty, and function of the city;

(2) Ensure that new development is complementary to the design of existing neighborhoods; and

(3) Protect and enhance the City's economic base.

b. Applicability

Design Review is required pursuant to §16.04.080.B.

c. Procedure

(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A for Design Review applications that require a public hearing.

(2) Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B for Design Review applications that require a public hearing.

(3) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Preapplication Design Review

If required by §16.07.030.C.1.b, *Applicability,* a Preapplication Design Review shall be completed prior to submitting an application for Design Review.

(B) Application Requirements

All Design Review plans and drawings for nonresidential projects, multi-family dwelling units of four units or more, and public and semipublic projects shall be prepared by an Idaho licensed architect or an Idaho licensed engineer. Applicants shall submit the following:

i. An application form including project name, location, applicant, owner, project representatives, and contact information.

ii. One PDF electronic set of the complete application containing all requirements as listed below, plans appropriately scaled, shall be submitted. Electronic record of the materials and color sample board may be satisfied with photos. One hard copy set of scalable plans showing at a minimum the following:

iii. Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area. A vicinity map must show location of adjacent buildings and structures.

iv. Drainage plan (grading, catch basins, piping, and dry wells).

v. Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone).

vi. Site plan, to scale, showing proposed parking (including parking stall dimensions), loading, general circulation, and snow storage. List square footage of subject property including lot dimensions.

vii. Landscape plan (existing landscaping on the site shown and adjacent right-of-way as retained, relocated or removed; proposed landscaping including species type, size and quantity).

viii. Floor plan. List gross and net square footage for each floor. List occupancy classification and type of construction.

ix. Detailed elevations of all sides of the proposed building and other exterior elements (colors, materials).

x. Exterior lighting plan, pursuant to §16.04.090, *Dark Skies* showing location, height, type, and lumen output; spec sheets for fixtures; illuminance levels/photometrics for area lighting.

xi. One 11-inch by 17-inch materials and colors sample board showing all exterior materials used on the facade of the structure.

xii. For projects requiring Preapplication Design Review, a model or computer simulation renderings, as described in §16.07.030.C.1.c(3)(A)v shall be required.

xiii. For new multi-tenant buildings, a master signage plan shall be submitted.

xiv. Application fee.

xv. The Administrator may waive some submittal requirements if it is determined the information is not relevant to the Design Review.

xvi. Other information as required by the Administrator or the Planning and Zoning Commission.

(C) Mountain Overlay District

For projects within the Mountain Overlay District:

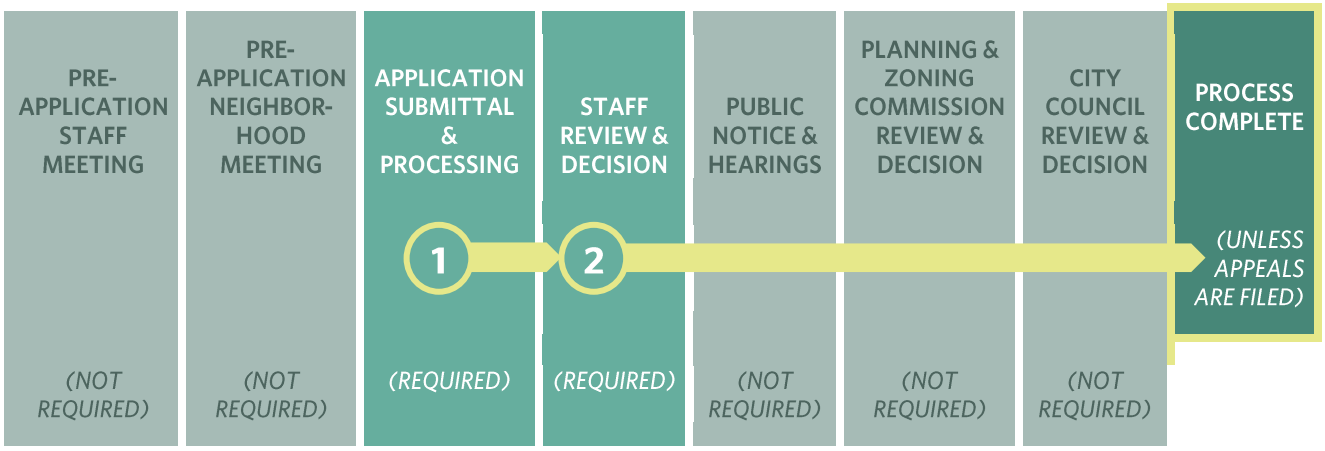
i. In addition to the application requirements listed above, the applicant shall submit topography of sufficient detail to represent slope of land, significant rock outcrops, cuts and fills required and similar features; elevations of proposed building pads and public streets providing access, private access drives; preliminary utility extension plans, drainage plans and driveway plans; and description of proposed drilling or blasting, if any.

ii. On-site information may be required by the Planning and Zoning Commission. On-site information shall be placed a minimum of seven days and shall include stakes marking boundaries of buildings, centerlines of access drives or other elements of the proposal and poles illustrating proposed heights of structures.

(D) Process Determination

Following submittal of all required materials, the Administrator shall review all Design Review requests and determine whether a project is exempt, approved by the Administrator, or by the Planning and Zoning Commission pursuant to §16.04.080.B.

(4) Review and Action: Administrative Approvals

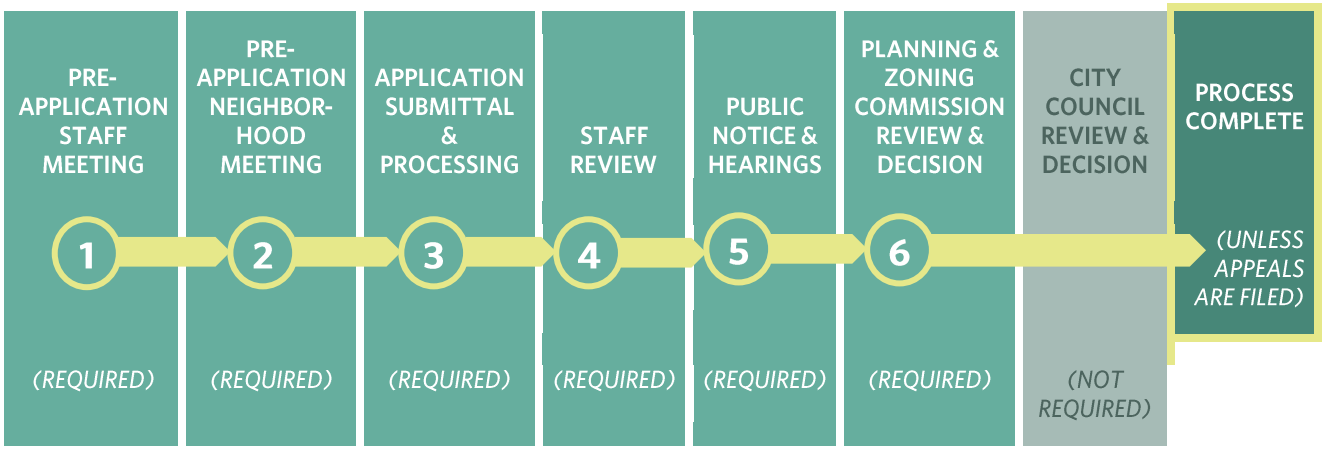


The Administrator is authorized to approve items identified in §16.04.080.B.2, *Administrative Design Review.* The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(A) Security

At the discretion of the Administrator, the applicant may, in lieu of actual construction of any required or approved improvement, provide to the City a security agreement pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements.*

(5) Review and Action: Public Hearing Approvals



The Planning and Zoning Commission shall review all applications as described in §16.04.080.B.1, *Design Review*. The City Council shall approve all permanent encroachments within the City-owned right-of-way associated with a development project and any application that includes a building greater than 48 feet in height or that contains a fourth or fifth floor in the CC districts. The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Security

At the discretion of the Administrator, the applicant may, in lieu of actual construction of any required or approved improvement, provide to the City a security agreement pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements.*

(6) Expiration of Approval

(A) The term of Design Review approval shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the Commission; or, upon Appeal, the date the approval is granted by the City Council.

(B) A complete application with all fees paid shall be made for a Building Permit with the Planning and Building Department during the 12-month term.

(C) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

(7) Extension of Approval

(A) Prior to the expiration of the approval, the applicant may submit a written request for an extension of the approval. No extensions shall be granted for an expired Design Review approval.

(B) For Design Review approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired Design Review approval.

(C) For Design Review approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extension. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the Planning and Zoning Commission at a public hearing. Whether or not an extension is warranted shall be based on the following considerations:

i. Whether there have been significant amendments to ordinances that will apply to the subject Design Review approval;

ii. Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

iii. Whether hazardous situations have developed or have been discovered in the project area; or

iv. Whether community facilities and services required for the project are now inadequate.

(D) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension.

d. Review Criteria

In reviewing a Design Review application, the Administrator or Planning and Zoning Commission shall determine the following before approval is given:

(1) The project does not jeopardize the health, safety, or welfare of the public.

(2) The project generally conforms with the design-related goals, policies, and objectives of the adopted comprehensive plan.

(3) The project conforms to all applicable standards and criteria as set forth in this section, and any other standards in this Code including §16.04.080, *Design Review*, and where applicable, §16.02.060.D, *MO: Mountain Overlay District*.

D. Dig Permit

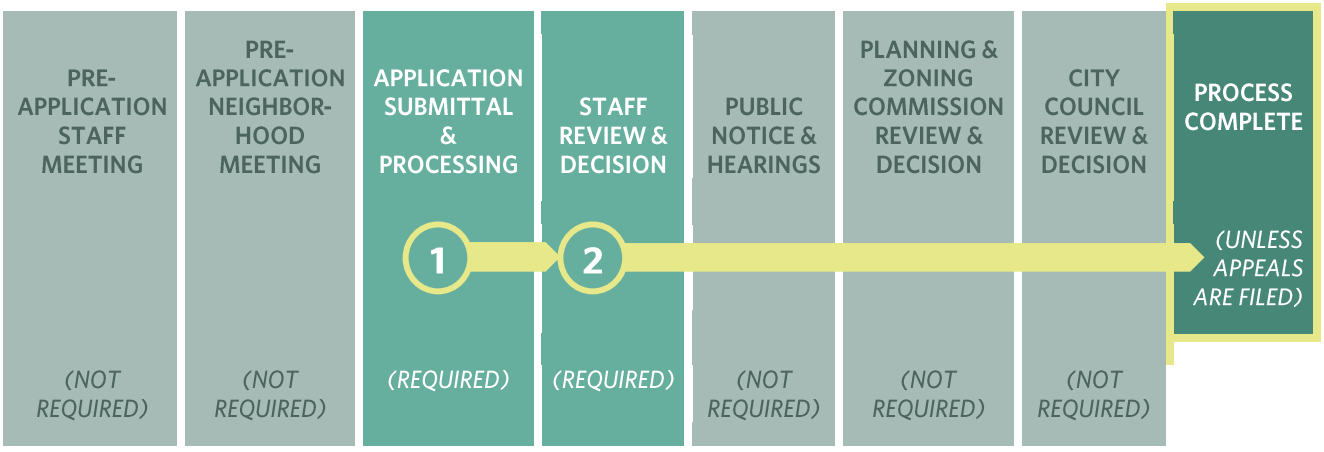
1. Purpose

The purpose of a Dig Permit is to ensure compliance with the excavation and improvement standards established in §16.04.030.

2. Applicability

A Dig Permit is required to dig in, excavate, trench, or otherwise disturb the surface or subsurface of any portion of the right-of-way, alley, or City utility easement.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Filing Period

An application for a permit shall be filed with the Administrator not less than five working days before the date on which the person intends to do work in, on, or under a City street, alley, sidewalk, or other public right-of-way. The Administrator, where good cause is shown, shall have the authority to approve any application on file within the period established in this section. Larger projects may require public notice and may extend the five-day filing period.

(2) Prohibited Period

(A) No permit shall be issued for work to be performed during the period of September 15 of each year to May 1 of the following year to dig or excavate or trench in the public right-of-way within city limits. The purpose of this prohibition is:

i. To allow for sufficient time for asphalt repairs to be made to streets or alleys that have existing pavement prior to the onset of inclement weather; and

ii. To guarantee that no digging takes place in any City street or alley, paved or unpaved, during times of frozen or potentially frozen ground conditions.

(B) No permit shall be issued for work to be performed within the "red zone" as shown on the Ketchum Zoning Map from July 1 to September 15 of each year. The purpose of this prohibition is to minimize the impacts of construction to the public.

(C) The Administrator may grant an exception in writing to the above prohibitions when project and weather conditions warrant an exception, or if the applicant uses microtrenching or similar method to minimize asphalt repairs, or can demonstrate extraordinary circumstances. Exceptions granted may require full lean concrete backfill from the bedding material to the base material, in addition to other restoration requirements deemed necessary by the Administrator under the circumstances.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Further Recommendation by City Council

In the event that the Administrator seeks further recommendation on a specific right-of-way project, the Administrator, upon their discretion, may take the application to City Council for further discussion prior to making a final decision on approval. Such decision shall be reviewed pursuant to §16.07.020.E.

(2) Conditions of Approval

Prior to any street or right-of-way excavation or improvement, the permittee and contractor are responsible for being aware of the following conditions and are held responsible for ensuring all following conditions shall be met:

(A) Prior to any excavation, the contractor shall be responsible for contacting the Streets and Facilities Department to notify that the work is being performed on the right-of-way or City utility easement. In addition, the contractor must contact all utility companies that have existing utility lines within the project site or use a subcontractor to locate utilities within the project site.

(B) The contractor or permittee must establish a bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(C) In the event the permittee does not repair the City right-of-way, the City may complete any paving required to complete the restoration work necessitated by the excavation of the permittee. The permittee will be held responsible for the costs of such repairs. The City may pursue recovery of such costs through any legally available means.

(D) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(3) Damage and Restoration

(A) Any person who damages or causes damage to any street or alley within the city shall be required to notify the Administrator of such damage and shall be required to repair such damage at no expense to the City pursuant to the conditions for such repairs as set forth by the Administrator.

(B) Should any person fail to repair such damage pursuant to the provisions above, then the City shall repair the same, and the cost shall be borne by such person.

(C) The amount of such repairs borne by the City shall constitute a debt owed by such person to the City. Should such person fail or refuse to pay for or make arrangements in writing with the City to pay for the repairs within 60 days after completion and submission to such person of an itemized bill for the costs of such repairs including costs of materials, labor and equipment used, the City shall commence appropriate legal action to recover the same.

(4) Expiration of Approval

A Dig Permit shall expire 60 days after the date of issuance, unless otherwise specified in the Dig Permit.

(5) Revocation of Approval

The City may stop the work at any time that it is being done beyond the scope of the description of work as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety, and welfare of the people of the City. The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing a Dig Permit application, the Administrator or City Council shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic conditions at the proposed location and/or winter road conditions, at the discretion of the Administrator, do not require rejection of a permit application.

(3) The improvement or construction work in the right-of-way follows all other regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(4) There are not negative impacts on law enforcement, Streets and Facilities Department operations, utility service operations, safety services, pedestrians, and other users.

(5) There are not significant reductions in parking spaces due to the right-of-way improvement or construction.

(6) All work done in the right-of-way complies with ADA and MUTCD regulations.

(7) The applicant has not previously had a permit revoked.

(8) If the application had previously been issued a permit, all conditions of the permit have been satisfied.

E. Right-of-Way Encroachment Permit

1. Purpose

The purpose of a Right-of-Way Encroachment Permit is to protect and maintain public space by regulating the placement of building equipment, building material, commercial objects, or structures on or in any public right-of-way.

2. Applicability

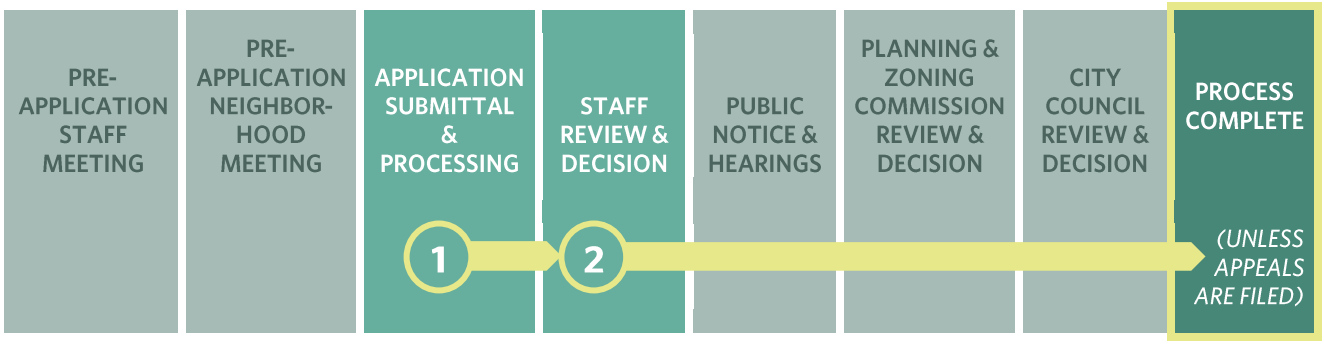
a. A Right-of-Way Encroachment Permit is required for:

(1) Any permanent encroachment of the public right-of-way, where a permanent fixture to the ground or a building will occur; and

(2) Any permanent or seasonal encroachment on the public right-of-way where the encroachment is not permanently affixed to the ground or a building.

b. In most cases a right-of-way encroachment agreement between the City and property owner will be required.

3. Procedure



(NOT REQUIRED)	(NOT REQUIRED)	(REQUIRED)	(REQUIRED)	(NOT REQUIRED)	(NOT REQUIRED)	(NOT REQUIRED)

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall be filed and approved prior to any commencement of work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Further Recommendation by City Council

In the event that the Administrator seeks further recommendation on a specific right-of-way project, the Administrator, upon their discretion, may take the application to City Council for further discussion prior to making a final decision on approval. Such decision shall be reviewed pursuant to §16.07.020.E.

(2) Conditions of Approval

(A) Each permit shall be valid for the time period approved by the Administrator.

(B) The permittee shall return all surfaces of the public right-of-way to the same or better condition than existed prior to permittee's use.

(C) The permittee shall be responsible for maintaining and repairing the public right-of-way in any way necessary to keep the right-of-way safe and clean.

(D) If there is change of ownership of the property attached to the encroachment, the permit is terminated. The exception to this is when a right-of-way encroachment agreement has been recorded with the property.

(E) If the permit expires or the City terminates the permit for any reason, the permittee shall remove any encroachments from the right-of-way and restore the property to a satisfactory condition at their own expense.

(F) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(3) Expiration of Approval

If no work has begun, a Right-of-Way Encroachment Permit shall expire 3 months from the date of issuance, unless otherwise specified in the Right-of-Way Encroachment Permit.

(4) Revocation of Approval

(A) The City may stop an encroachment at any time that there is an alteration in use or that it is being done beyond the scope of the description of encroachment as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to,

or potentially injurious to, the health, safety and welfare of the people of the City.

(B) The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing the Right-of-Way Encroachment Permit, the Administrator shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic and/or pedestrian conditions at a proposed location and/or winter road conditions may, in the discretion of the Administrator, require rejection of a permit application.

(3) The permittee has submitted a completed application for a permit and payment of all required fees.

(4) Encroachment into the right-of-way follows all regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(5) There are not negative impacts on law enforcement, streets division operations, utility service operations, safety services, pedestrians, and other users. Pedestrian clearance zone must meet or exceed four feet clearance width.

(6) There are not significant reductions in parking spaces due to the right-of-way encroachment.

(7) All encroachments in the right-of-way comply with ADA regulations.

(8) The applicant has not previously had a permit revoked.

(9) If the applicant has previously been issued a permit, all conditions of the permit have been satisfied.

F. Temporary Use of Right-of-Way Permit

1. Purpose

The purpose of a Temporary Use of Right-of-Way Permit is to protect and maintain the public right-of-way while allowing for temporary items to encroach into the right-of-way such as building equipment, building material, or commercial objects.

2. Applicability

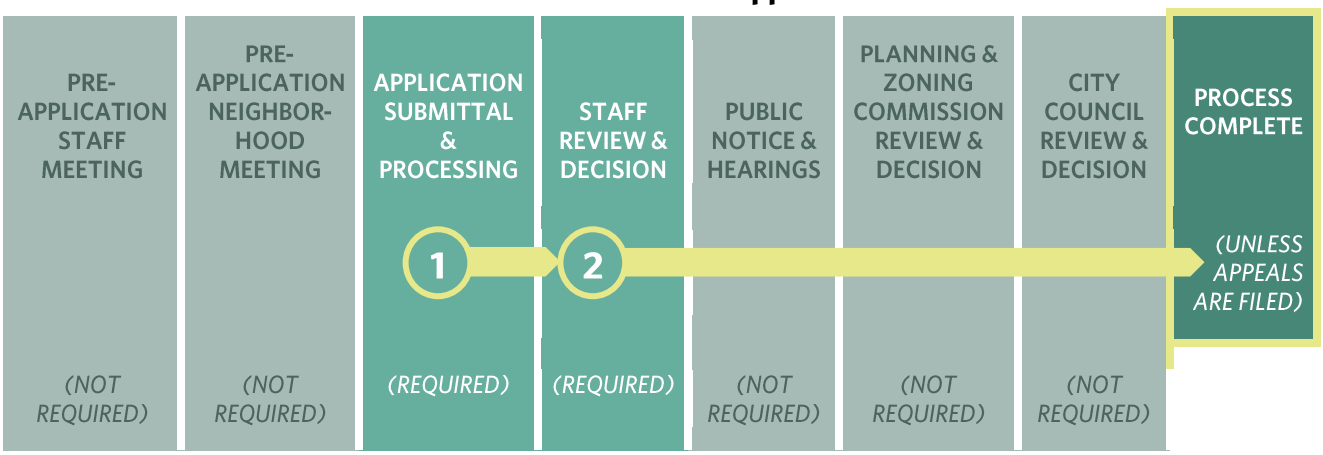
A Temporary Use of Right-of-Way Permit is required for any temporary occupancy or storage that encroaches on the public right-of-way and where there is no permanent fixture to the ground or a building.

3. Procedure

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall be filed and approved prior to any commencement of work.

b. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Conditions of Approval

(A) Each permit shall be valid for the time period approved by the Administrator.

(B) The permittee shall return all surfaces of the public right-of-way to the same or better condition than existed prior to permittee's use.

(C) The permittee shall be responsible for maintaining and repairing the public right-of-way in any way necessary to keep the right-of-way safe and clean.

(D) If there is change of ownership of the property attached to the encroachment, the permit is terminated. The exception to this is when a right-of-way encroachment agreement has been recorded with the property.

(E) If the permit expires or the City terminates the permit for any reason, the permittee shall remove any encroachments from the right-of-way and restore the property to a satisfactory condition at their own expense.

(F) The permittee shall comply with any other conditions as the Administrator shall find necessary in the enforcement of this section.

(2) Expiration of Approval

A Temporary Use of Right-of-Way Permit shall expire as specified in the approval of the permit.

(3) Revocation of Approval

(A) The City may stop an encroachment at any time that there is an alteration in use or that it is being done beyond the scope of the description of encroachment as found in the application filed with the City, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety, and welfare of the people of the City.

(B) The Administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the Administrator at the time of issuance.

c. Review Criteria

In reviewing the Temporary Use of Right-of-Way Permit, the Administrator shall find that:

(1) The use of the public right-of-way by the applicant is necessary and in the public interest.

(2) Traffic and/or pedestrian conditions at a proposed location and/or winter road conditions may, in the discretion of the Administrator, require rejection of a permit application.

(3) The permittee has submitted a completed application for a permit and payment of all required fees.

(4) Encroachment into the right-of-way follows all regulations and standards set forth by this Code and complies with the Comprehensive Plan.

(5) There are not negative impacts on law enforcement, streets division operations, utility service operations, safety services, pedestrians, and other users. Pedestrian clearance zone must meet or exceed four feet clearance width.

(6) There are not significant reductions in parking spaces due to the right-of-way encroachment.

(7) All encroachments in the right-of-way comply with ADA regulations.

(8) The applicant has not previously had a permit revoked.

(9) If the applicant has previously been issued a permit, all conditions of the permit have been satisfied.

G. Variances

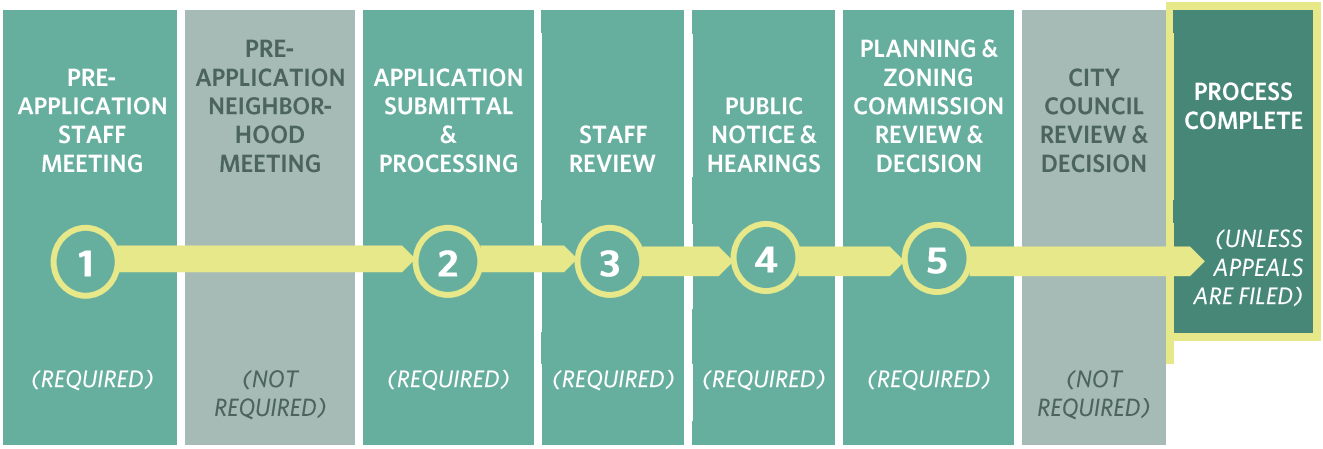
1. Purpose

The purpose of a Variance is to provide limited relief from the requirements of this Code where strict application of the Code would result in undue hardship preventing the use of land as otherwise allowed by the Code. A Variance shall not be considered a right or special privilege and is not intended to allow a use in a zoning district where it is not currently permitted, or to alleviate inconveniences or financial burdens imposed on landowners.

2. Applicability

A Variance is required for any property owner seeking relief from the strict application of requirements in this Code.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) An applicant may request a Subdivision Exception concurrently with an associated development application by submitting a request for a Subdivision Exception as part of the overall application package.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Review and Decision

The Planning and Zoning Commission shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 within 60 days of the public hearing.

(2) Effect of Approval

A Variance is not transferable from one parcel of land to another.

(3) Expiration of Approval

All Variances shall be issued and construction shall commence within six months from the date that such Variance is granted unless otherwise determined by the Commission; otherwise, the Variance shall no longer be considered valid.

4. Review Criteria

In reviewing a Variance, the Planning and Zoning Commission shall determine the application demonstrates all of the following:

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

b. The Variance is necessary because of the unique size, shape, topography, or location of the subject property;

c. The subject property is deprived, by provision of this Code, of rights and privileges enjoyed legally by other properties in the vicinity and under an identical zone;

d. The need for the Variance is not the result of actions of the applicant or property owner;

e. The Variance does not create health and safety hazards;

f. The Variance does not relieve an applicant from any of the procedural provisions of this Code;

g. The Variance does not relieve an applicant from any standard or provision that specifically states that no Variance from such standard or provision is permitted;

h. The Variance does not relieve an applicant from conditions established during prior permit review;

i. The Variance does not allow establishment of a use that is not otherwise permitted in the zoning district in which the subject property is located; and

j. The Variance is the minimum necessary to grant relief to the applicant.

H. Wireless Communications Facility Permit

1. Purpose

The purpose of a Wireless Communications Facility (WCF) permit is to facilitate the City's permitting process and ensure compliance with the City's WCF regulations in §16.03.030.E.2.

2. Applicability

a. A WCF permit is required prior to the installation of a new or modification of an existing WCF. This provision shall not apply to routine maintenance of a WCF or to the replacement of any portion of the WCF with identical equipment on a WCF in conformance with §16.03.030.E.2, *Wireless Communication Facility.* However,

construction involving the replacement of support structure apparatus, antennas or any exterior alteration shall comply with all the requirements of this section.

b. The Administrator shall be the granting authority for WCFs collocating on an existing structure or street poles. The City Council must approve an encroachment permit for the street pole-mounted WCFs. The Planning and Zoning Commission shall be the granting authority for all other WCFs and all Master Development Plans.

c. Emergency service WCFs may obtain an exception from the City Council in order to preserve the public health and safety. In order to receive an exception, the City Council must determine that the modifications cannot comply with this section without an extreme burden to Ketchum residents. The exception shall be noticed pursuant to the public hearing requirements identified in §16.07.020.E.6.

3. Procedure

a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A. In addition:

(1) For any WCF permit application that requires Planning and Zoning Commission approval, a preapplication staff meeting shall be held with the Commission at a public meeting to discuss the proposed WCF in general terms, its compliance with the carrier's Master Development Plan and to clarify the filing requirements. The Commission shall meet with an applicant within 21 days following a written request submitted to the Administrator. If the Commission fails to meet with an applicant who has requested such a meeting within 21 days of such request and such meeting has not been postponed due to mutual agreement, the applicant may proceed with a WCF permit application without need for a preapplication staff meeting.

(2) The purpose of the meeting is to inform the Planning and Zoning Commission as to the preliminary nature of the proposed WCF and its relation to the Master Development Plan. As such, only the evidence of the inability to collocate is required. However, the applicant is encouraged to also submit sufficient preliminary architectural and/or engineering drawings to inform the Commission of the location of the proposed facility, as well as its scale and overall design.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Master Development Plan

(A) An approved Master Development Plan is required prior to the processing of any WCF permit application. The Administrator may waive the processing of a Master Development Plan if it can be demonstrated that a network of WCFs will not be required of the owner/operator of the proposed WCF.

(B) A Master Development Plan application shall include:

i. An application form that includes at a minimum:

(a) Name, address and telephone number of the applicant, any coapplicants as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.

(b) Name, address and telephone number of the licensed carrier.

(c) Original signatures for the applicant and all coapplicants applying for master development plan approval. If the applicant or coapplicant will be represented by an agent, the original signature authorizing the agent to represent the applicant and/or coapplicant.

(d) Application fee.

ii. A map encompassing the City and surrounding area within one mile drawn to scale of no less than one inch equals 500 feet, specifying the following:

(a) Location of proposed WCFs;

(b) Service area of each WCF;

(c) Street names of major streets and streets adjacent to identified WCF locations;

(d) All existing WCFs operated by the applicant and other carriers;

(e) Separation distance between proposed and existing WCFs measured in feet;

(f) Information demonstrating compliance with the standards of this section;

(g) Existing watercourses and natural features that restrict the placement of WCFs or the associated service areas; and

(h) North arrow, scale and legend.

(C) The Master Development Plan illustrates a carrier's expected network of WCFs within and adjacent to the City. It shall forecast five years in advance the approximate locations of future facilities and the area of service, but is not required to detail the specific type of facility (e.g., pole, roof, building attached). A Master Development Plan shall be submitted prior to the submittal of any WCF permit application by each company desiring placement of a WCF(s) within the city. The Master Development Plan shall be submitted and approved by the Planning and Zoning Commission prior to the processing of any WCF permit. Future amendments to each company's Master Development Plan shall be submitted and reviewed by the Commission prior to approval of additional facility locations.

(2) WCF Permit Application Materials

Applicants shall submit the following

(A) An application form that includes at a minimum:

i. Name, address and telephone number of the applicant, any coapplicants, as well as any agents for the applicant and coapplicants. The applicant or coapplicant shall be a licensed carrier.

ii. Name, address and telephone number of the property owner(s).

iii. Original signatures for the applicant and all coapplicants applying for a WCF permit. If the applicant or coapplicant will be represented by an agent the original signature authorizing the agent to represent the applicant and/or coapplicant.

iv. A complete legal description of the subject property.

v. Application fee.

(B) A site plan drawn to scale of no less than one inch equals 20 feet, specifying the following:

i. Location, type and height of the proposed WCF with setbacks;

ii. On site structures, land uses and zoning;

iii. Circulation. Adjacent roadways, ingress and egress from such roadways, parking and pedestrian circulation and access;

iv. Fences, signs, exterior lighting and storm drainage;

v. Property lines with dimensions, adjacent land uses, structures and zoning;

vi. Information demonstrating compliance with the standards of this section;

vii. Existing watercourses, utility lines, easements, deed restrictions and other built or natural features restricting the use of the subject property;

viii. North arrow, scale and legend; and

ix. The City, at its discretion, may waive any of the above site plan requirements for WCFs attached to existing structures.

(C) A written description of how the proposed WCF fits within the Master Development Plan.

(D) A landscape plan drawn to scale of no less than one inch equals 20 feet, specifying the following:

i. Existing and proposed landscaping indicating size, location and species of vegetation;

ii. Indication of existing vegetation to be removed or retained;

iii. Information demonstrating compliance with the screening standards of this section; and

iv. The landscape plan may be waived when the WCF is to be attached to a building and the equipment is located within the building.

(E) Elevation drawings or before and after photographs/drawings simulating and specifying the location and height of the antennas, support structures, equipment enclosure(s) and other accessory uses, fences and signs.

(F) Elevations of proposed aboveground equipment enclosures in compliance with the requirements of the Design Review procedure set forth in §16.07.030.C.

(G) A map indicating the service area of the facility.

(H) A map indicating locations and service areas of other WCF sites operated by the applicant and sites of other providers' facilities in the City and within one mile of the City's corporate limits.

(I) Four copies of all plans and one 11-inch by 17-inch paper reduction of each plan.

(J) Photo simulations of the proposed WCF from affected residential properties and public rights-of-way at varying distances.

(K) Evidence as specified in §16.03.030.E.2.b(3), *Collocation Requirement*.

(L) Written documentation demonstrating a good faith effort in locating facilities in accordance with §16.03.030.E.2.b(2), *Siting and Facility Type Priorities*.

(M) A description of the support structure or building upon which the WCF is proposed to be located, and the technical reasons for the design and configuration of the WCF.

(N) Signed and notarized statement by the applicant indicating:

i. The proposed tower shall accommodate collocation of additional antennas, and the applicant shall enter into leases with other providers on such tower;

ii. Certification that the antenna usage shall not interfere with other adjacent or neighboring transmission or reception functions;

iii. The applicant agrees to remove the WCF and equipment within 90 days after the site's use is discontinued; and

iv. The tower shall comply with all EIA standards and applicable federal and state laws and regulations and the City ordinances including FAA regulations.

(O) A lease agreement with the landholder that:

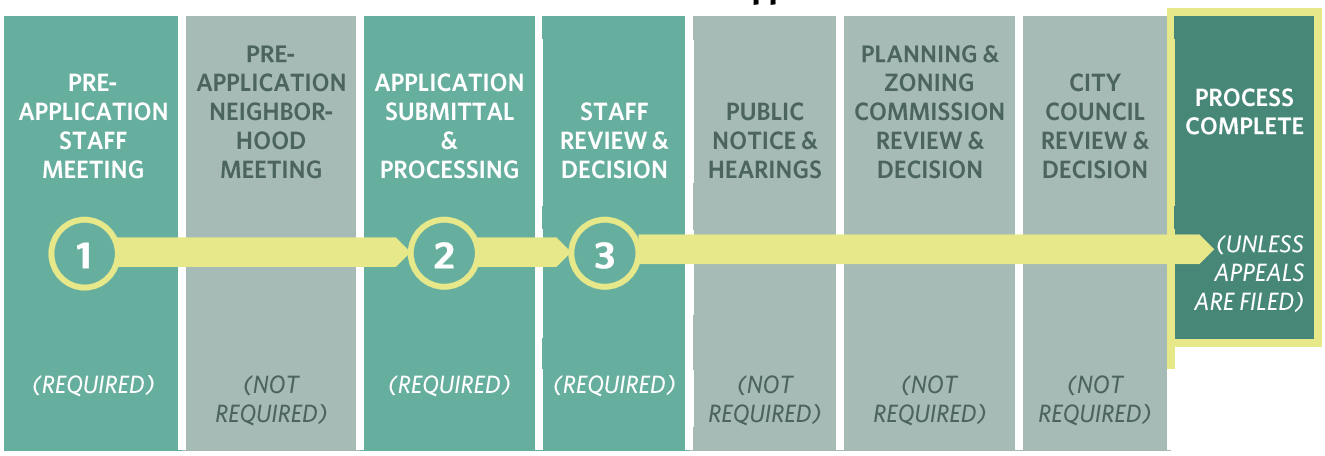
i. Allows the landholder to enter into leases with other providers; and

ii. Specifies that if the provider fails to remove the WCF and equipment within 90 days of its discontinued use, the responsibility for removal belongs to the landholder.

(P) The applicant shall demonstrate that it is licensed with the FCC.

(Q) A completed Right-of-Way Encroachment Permit application if the WCF is to be located within a public right-of-way.

c. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Expiration of Approval

(A) Construction or activation of a WCF shall commence within 90 days of approval of the WCF permit or the permit shall be null and void.

(B) At such time that a licensed carrier plans to abandon or discontinue operation of a WCF, such carrier shall notify the City by certified U.S. Mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the WCF shall be considered abandoned upon such discontinuation of operations.

(C) Upon abandonment or discontinuation of use, the carrier shall physically remove the WCF within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

i. Removal of antennas, support structures, equipment enclosures and security barriers from the subject property;

ii. Proper disposal of the waste materials from the site pursuant to local and state solid waste disposal regulations;

iii. Restoring the location of the WCF to its natural condition; except, any landscaping and grading shall remain in the after condition. Minor modification for integration with other landscaping or site design will be permitted and approved by staff.

(D) If a carrier fails to remove a WCF pursuant to this section, the City may cause the facility to be removed, and all expenses of removal shall be paid by the owner of the land where the facility is located.

(E) In the event that more than one provider is using the WCF, the WCF shall not be considered abandoned until all such users cease using the structure as provided in this section.

(2) Extension of Approval

A 90-day extension may be granted by the approving body due to weather conditions or other extenuating circumstances beyond the control of the applicant as accepted by the approval body. Requests and approvals of extensions shall be made in writing.

(3) Revocation of Approval

(A) Reasons for Revocation

An approved permit may be revoked for the following reasons:

i. Construction and/or maintenance operation of a WCF at an unauthorized location;

ii. Construction or operation of a WCF in violation of any of the terms and conditions of this section or the conditions attached to the permit;

iii. Misrepresentation or lack of candor by or on behalf of an applicant, permittee or wireless communication provider in any application or written or oral statement upon which the City substantially relies in making the decision to grant, review or amend any permit pursuant to this chapter;

iv. Abandonment of the WCF as set forth in §16.07.030.H.3.c(1) above; or

v. Failure to promptly cure a violation of the terms or conditions of the permit.

(B) Notice

In the event the City believes that grounds exist for revocation of a permit, the permittee shall be given written notice, by certified mail, of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the permittee a reasonable period of time, not exceeding 30 calendar days, to furnish evidence:

i. That corrective action has remedied the violation or noncompliance;

ii. That rebuts the alleged violation or noncompliance; and/or

iii. That it would be in the public interest to impose some penalty or sanction less than revocation.

(C) Hearing

In the event that a permittee fails to provide evidence reasonably satisfactory to the City as provided in §16.07.030.H.3.c(3)(B) above, the City shall refer the apparent violation or noncompliance to the Planning and Zoning Commission.

i. The Commission shall provide the permittee notice and reasonable opportunity to be heard concerning the matter, and a public hearing shall be conducted.

ii. The Commission shall issue a written decision revoking the WCF permit or imposing such lesser sanctions as may be deemed appropriate under the circumstances.

iii. In making its decision, the Commission shall consider the following:

(a) Whether the misconduct was egregious;

(b) Whether substantial harm resulted;

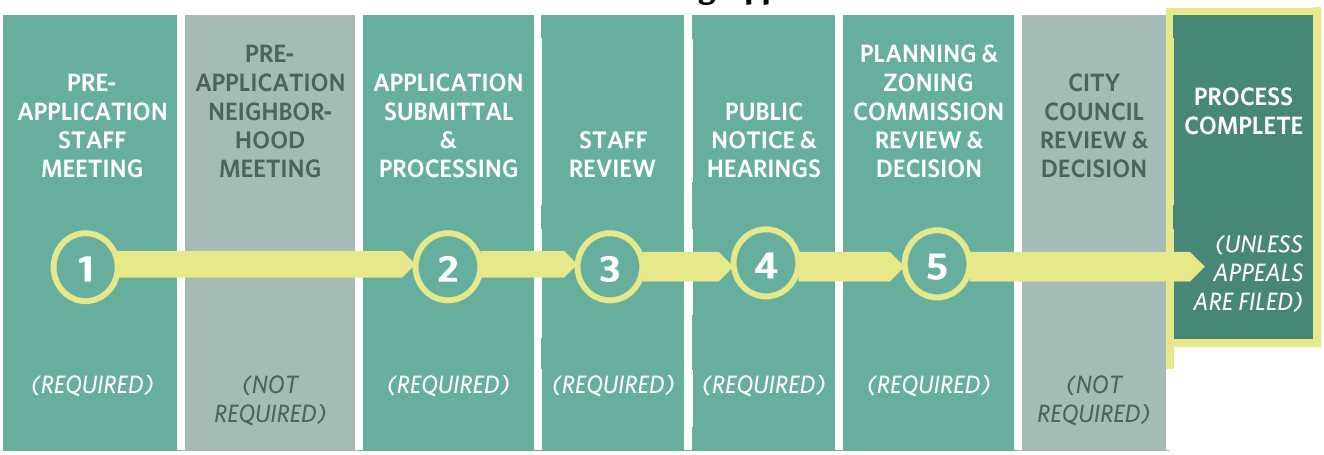
(c) Whether the violation was intentional;

(d) Whether there is a history of prior violations of the same or other requirements;

(e) Whether there is a history of overall compliance; and

(f) Whether the violation was voluntarily disclosed, admitted, or cured.

d. Review and Action: Public Hearing Approvals



(1) All applications shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E, with the same modifications listed for administrative approvals above. In addition, for street light mounted WCFs, a Right-of-Way Encroachment Permit shall be submitted with the WCF application to be reviewed by the City Council following WCF approval by the Planning and Zoning Commission.

e. Review Criteria

In reviewing a wireless communication facility permit application, the decision-making body shall determine whether the application complies with the standards in §16.03.030.E.2, *Wireless Communication Facility*.

16.07.040. Signs

A. Master Signage Plan

1. Purpose

The purpose of a Master Signage Plan is to provide a mechanism to verify that the entirety of a development, including individual tenants, is compliant with Chapter 16.05, *Signs*. Additionally, Master Signage Plans provide for enhanced aesthetic quality and unified presentation of signage throughout a development site.

2. Applicability

a. A Master Signage Plan shall be required for:

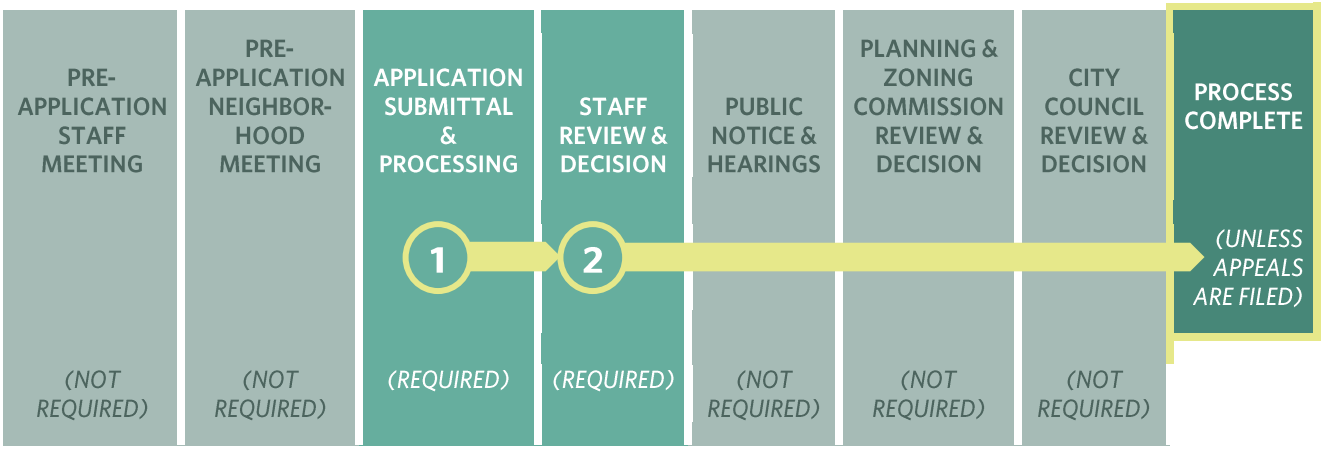
(1) Any new construction for all hotels, commercial, industrial, multi-family residential and mixed use projects; and

(2) Existing multi-tenant buildings (two or more businesses or residences) and institutional and other commercial buildings when any tenant applies for new signage, except when new signage remains consistent with existing signage for the building.

b. A new business in a multi-tenant building must comply with a previously approved sign plan, unless a new sign plan for all tenants is submitted and approved.

c. Master Signage Plans for existing buildings shall be considered and decided by the Administrator pursuant to this section. All other Master Signage Plans shall be reviewed and decided by the Planning and Zoning Commission pursuant to the Design Review procedure in §16.07.030.C.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. Master Sign Plan applications shall be submitted concurrently with the Design Review application for the subject property.

b. Review and Action

(1) An application for a new or amended Master Signage Plan for an existing building(s) shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D.

(2) An application for any other Master Signage Plan shall be reviewed through the Design Review procedure in §16.07.030.C.

c. Individual Tenant Sign Permits Required

Following approval of a Master Signage Plan, separate Sign Permits shall be required for all new signs prior to installation following the procedure in §16.07.030.B.

4. Review Criteria

In reviewing a Master Signage Plan, the Administrator or Planning and Zoning Commission shall determine that all proposed signs in the development comply with Chapter 16.05, *Signs* and the Design Review standards in §.16.04.080.

B. Sign Permit

1. Purpose

The purpose of a Sign Permit is to ensure compliance with Chapter 16.05, *Signs*.

2. Applicability

a. A Sign Permit is required pursuant to Chapter 16.05, *Signs*.

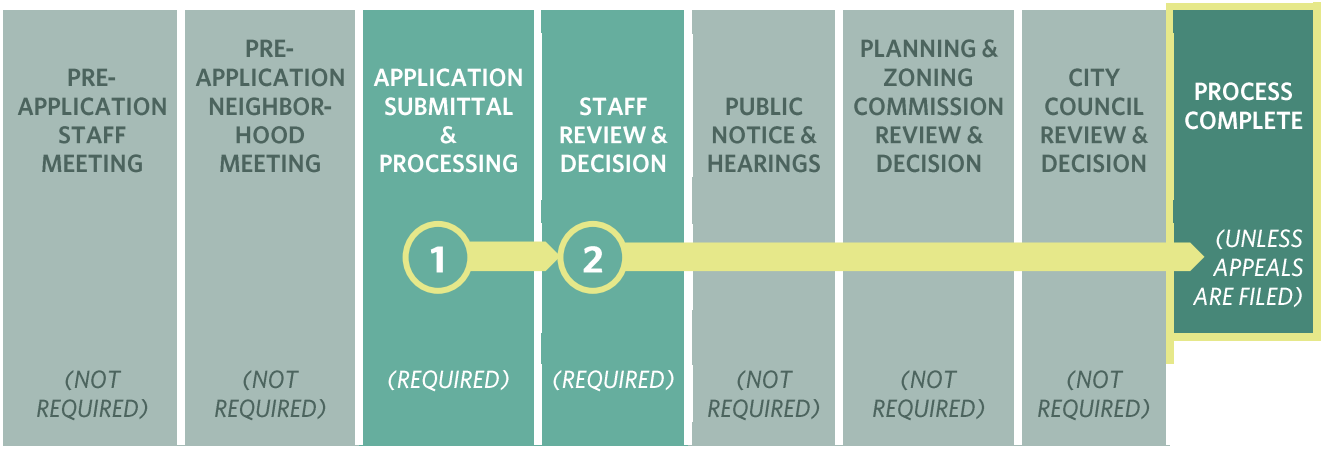
b. If the application includes a historic sign replica or landmark sign as defined in this Code, the Historic Preservation Commission shall be the decision-making body.

3. Procedure

a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

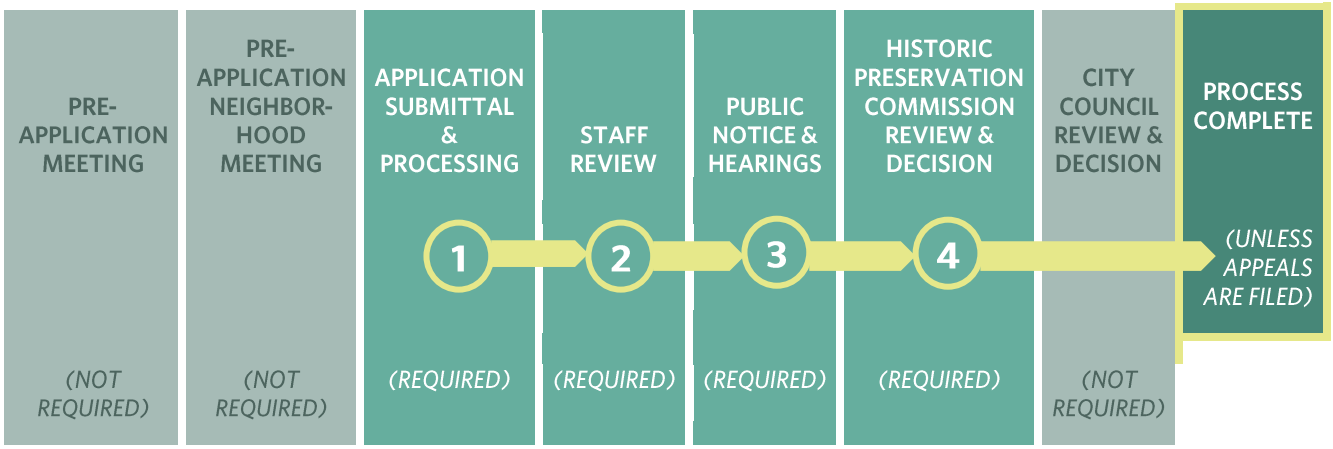
(1) Expiration of Approval

The sign authorized by a Sign Permit shall be completed and erected within six months of the date of issuance.

(2) Extension of Approval

One extension of up to six months may be authorized by the Administrator. The applicant shall submit the request for extension in writing to the Administrator and include justification for the request. The Administrator shall make a written determination regarding their decision to approve or deny the extension. Both the request and the determination shall be made part of the Sign Permit record.

c. Review and Action: Public Hearing Approvals



The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E, with the same modifications listed for administrative approvals above.

4. Review Criteria

In reviewing a Sign Permit application, the Administrator or Historic Preservation shall determine:

a. Whether the application complies with the standards in Chapter 16.05, *Signs;*

b. Whether the application complies with any applicable Master Sign Plan; and

c. If the application includes a historic sign replica or landmark sign, the sign is significant to the history, culture, or appearance of Ketchum.

16.07.050. Floodplain

A. Purpose of all Floodplain Procedures

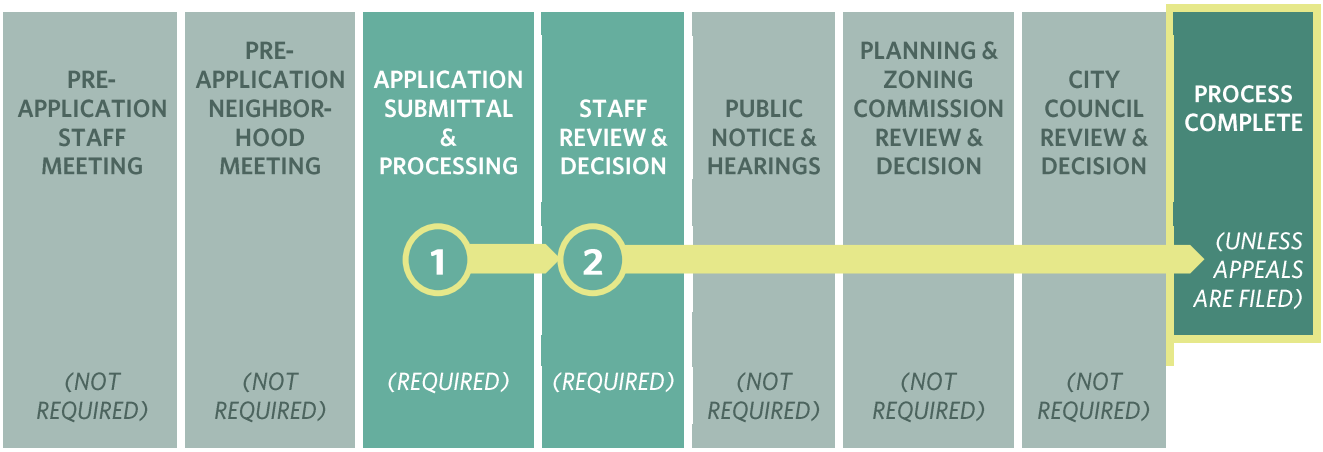
The purpose of the floodplain procedures in this section is to minimize public and private losses due to flood conditions in specific areas and to provide a mechanism to ensure compliance with this Code by providing a thorough permitting and inspection process for all floodplain development activities.

B. Emergency Riparian Alteration

1. Applicability

An emergency Riparian Alteration Permit is required for emergency work within a riparian zone. An emergency shall be defined as set forth in §16.02.060.A.3.a.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applicants shall submit the following:

(A) Description of the emergency impact to public health, safety or welfare;

(B) Name of proposed contractor or executor of work;

(C) Description of proposed work;

(D) Nonrefundable application fee in the amount as set by the City Council; and

(E) Where applicable, a waiver from the Idaho Department of Water Resources as specified under Idaho Code section 42-3808, and the stream channel alteration rules of the Idaho Water Resource Board.

(2) Upon submittal of the application, the applicant shall contact the Floodplain Administrator to arrange for a site inspection. The Floodplain Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Site Inspection

Upon receipt and review of a completed application, a site inspection shall be performed by the Floodplain Administrator. Written findings of fact and conclusions of law granting or denying the application will be prepared for City records and the applicant upon the conclusion of the site inspection and within five working days from the date of the decision.

(2) Conditions of Approval

Conditions that may be required for the granting of a permit include, but are not limited to, the following:

(A) The Administrator may require the applicant to post financial security pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*, and enter into an agreement with the City, to mitigate possible impacts of the proposed work.

(B) The proposed action shall be conducted so as to minimize the impact on riparian vegetation and soil stability.

(C) If an emergency permit is granted, the applicant shall apply for a Riparian Alteration Permit under §16.07.050.E within six months from the date of the issuance of the emergency permit.

(D) If a Riparian Alteration Permit under §16.07.050.E and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following the issuance of the emergency permit or by another date specified by approval authority.

(E) Copies of the approved emergency permit shall be posted on site throughout the duration of the work.

c. Review Criteria

In reviewing an emergency Riparian Alteration Permit application, the Floodplain Administrator shall determine the proposed emergency work:

(1) Is not contrary to the public health, safety, or welfare; and

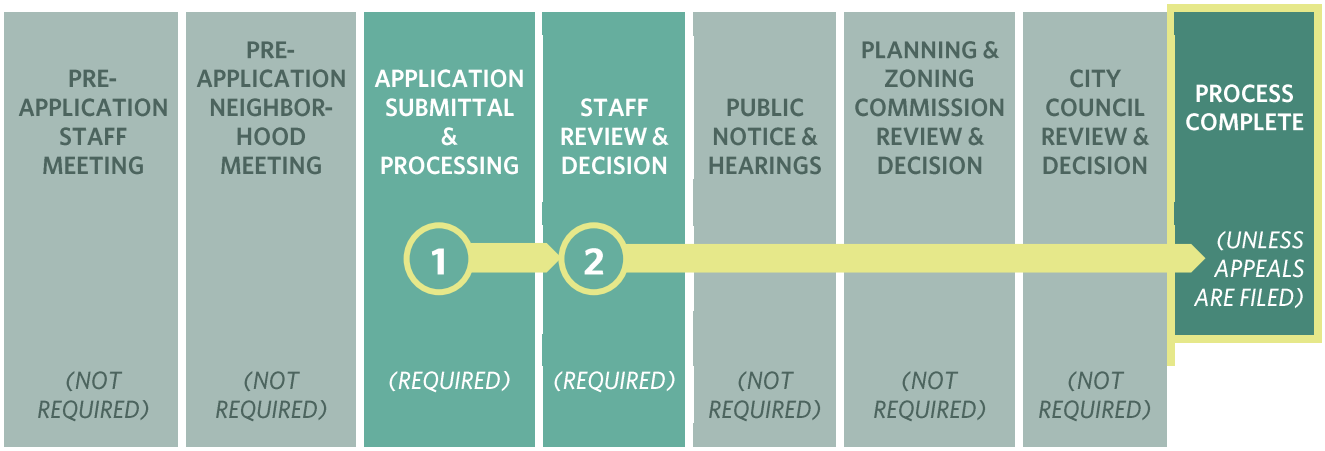
(2) Is consistent with the adopted City policies regarding riparian areas and river systems.

C. Emergency Stream Bank Stabilization

1. Applicability

An Emergency Stream Bank Stabilization Permit is required for emergency work within a stream bank. An "emergency" is defined in §16.02.060.A.3.a.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applicants shall submit the following:

(A) Description of the emergency impact to public health, safety or welfare;

(B) Name of proposed contractor or executor of work;

(C) Description of proposed work;

(D) Nonrefundable application fee in the amount as set by the City Council; and

(E) Where applicable, a waiver from the Idaho Department of Water Resources as specified under Idaho Code section 42-3808, and the stream channel alteration rules of the Idaho Water Resource Board.

(2) Upon submittal of the application, the applicant shall contact the Floodplain Administrator to arrange for a site inspection. The Floodplain Administrator may consult a qualified engineer or professional regarding the proposed emergency work.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Site Inspection

Upon receipt and review of a completed application, a site inspection shall be performed by the Floodplain Administrator. Written findings of fact and conclusions of law granting or denying the application will be prepared for City records and the applicant upon the conclusion of the site inspection and within five working days from the date of the decision.

(2) Conditions of Approval

Conditions that may be required for the granting of a permit include, but are not limited to, the following:

(A) The Floodplain Administrator may require the applicant to post financial security pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*, and enter into an agreement with the City, to mitigate possible impacts of the proposed bank stabilization work.

(B) The proposed work for the emergency stream bank stabilization work shall be conducted so as to minimize the impact on riparian vegetation and soil stability.

(C) If an Emergency Stream Bank Stabilization Permit is granted, the applicant shall apply for a Floodplain Development Permit under §16.07.050.D within six months from the date of the issuance of the Emergency Stream Bank Stabilization Permit.

(D) If a Floodplain Development Permit under §16.07.050.D and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to City and state standards by either March 31 of the year following the issuance of the Emergency Stream Bank Stabilization Permit or by another date specified by the Floodplain Administrator or other governmental agency.

(E) Copies of the approved Emergency Stream Bank Stabilization Permit shall be posted on site throughout the duration of the stabilization work.

c. Review Criteria

In reviewing an emergency Riparian Alteration Permit application, the Floodplain Administrator shall determine the proposed emergency work:

(1) Is not contrary to the public health, safety, or welfare; and

(2) Is consistent with the adopted City policies regarding riparian areas and river systems.

D. Floodplain Development Permit

1. Applicability

a. A Floodplain Development Permit is required if development will occur in the SFHA.

b. Consistent with Idaho Code sections 46-1021 and 46-1022, operation, cleaning, maintenance or repair of any ditch, canal, lateral, drain, diversion structure or other irrigation or drainage works, as defined within this guidance document, do not constitute development under Idaho law and therefore do not require either a GIFD permit or an individual permit. The below list of activities delineates some activities that do not require a permit. The list is not exhaustive. The Floodplain Administrator must exercise their professional judgement when reviewing activities to determine if an activity requires a permit. When in doubt, the Floodplain Administrator should seek consultation from the IDWR floodplain coordinator to determine permit necessity.

(1) General farming, pasture, horticultural activities, and forestry that do not involve earthwork that permanently alters the topography or any clearing/grubbing of an area.

(2) Grading of existing roads or easements along or near channels and within the SFHA, provided that the grading does not add fill within the regulatory floodway or SFHA.

(3) Maintenance of underground utilities (work must not permanently alter topography).

(4) In-kind replacement of existing piers or posts supporting a conforming deck.

(5) Activities associated with land-surface construction stormwater best management practices ("BMP"), provided the measures are temporary in nature (i.e. not in place for longer than 180 days) or do not increase the BFE. Examples of stormwater BMP activities that do not require a permit include the following: dust control; materials and equipment covers; mulching; geotextile fabrics; matting; bio-filter bags; fiber rolls; silt fences; vegetative buffer strips; temporary swales; and temporary berms.

(6) New installation or maintenance of non-solid fences constructed parallel to the flow of water during a flood event. Non-parallel or solid fences that block the flow will need to go through the individual permitting process.

(7) Activities that fall under the scope of a Riparian Alteration Permit as described in §16.07.050.E.

(8) When development proposed within the riparian zone, that also contains SFHA or floodway, consists only of removing four or fewer hazard trees and/or minor alteration of riparian vegetation, a full Floodplain Development Permit is not required; a Riparian Alteration Permit is required. The removal of four or more trees is considered a major riparian alteration.

(9) When development is proposed in a riparian zone that is located or overlaps with the Floodplain Overlay district a Floodplain Development Permit shall be required and all riparian zone regulations shall be evaluated and are applicable.

(10) If the Floodplain Administrator, in their sole discretion, determines that a project cannot be approved administratively, the Planning and Zoning Commission shall consider and approve, approve with conditions, or deny applications for Floodplain Development Permits. Criteria for sending applications to the Commission includes, but is not limited to:

(A) Encroachments proposed within the floodway;

(B) Stream alteration projects containing riprap;

(C) Stream alteration projects including gravel extraction; and

(D) Stream alteration projects involving multiple separate parcels of land.

2. Procedure

a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

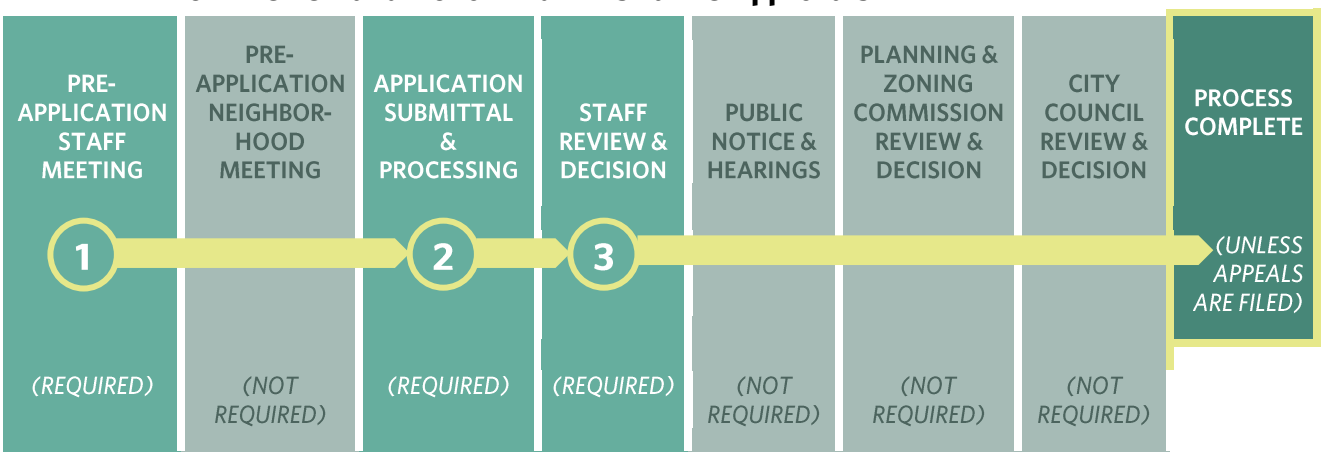
b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(1) Applications may be made simultaneous with development applications (such as Conditional Use Permits, lot line shifts, and Preliminary Plats) where applicable, and prior to application for a Building Permit.

(2) Grading and drainage plans submitted with an application shall be prepared by a licensed civil engineer.

c. Review and Action: Administrative Approvals



The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(1) Affidavit Required

Prior to issuance of any Floodplain Development Permit, the property owner or their authorized agent shall acknowledge by executed written affidavit that the property is located within the one percent annual chance floodplain (SFHA) as defined herein and that a violation of the terms of this section shall cause the City to seek legal remedies.

(2) Public Notice

(A) The Floodplain Administrator shall provide mailed notice of an application pursuant to §16.07.020.E.6.c(3) The alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

(3) Conditions of Approval

Conditions of approval may include, but not be limited to:

(A) Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.

(B) An as-built certification, with supporting documentation such as an as built survey of the project area and channel cross sections produced by a surveyor or engineer licensed in Idaho demonstrating that the project was constructed pursuant to the approved plans, shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work.

(C) Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such

restoration may be required prior to commencement of such work pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(D) Maintenance and monitoring plan for projects including stream alteration and riparian zone alterations.

(E) Bond or surety guarantee for work occurring on City-owned parcels.

(4) Expiration of Approval

The term of a Floodplain Development Permit shall be 12 months from the date that findings of fact, conclusions of law and decision are signed by the Administrator or Planning and Zoning Commission, or upon Appeal, the date the findings of fact, conclusions of law, and decision are signed by the appellate body. Application must be made and all applicable fees paid for a Building Permit or Grading Permit with the Planning and Building Department during the 12-month term. Once a Building Permit or Grading Permit has been issued, the approval shall be valid for the duration of the Building Permit or Grading Permit. Unless an extension is granted as set forth below, failure to file a complete Building Permit application (if required) for a project pursuant to these provisions shall cause the approval to be null and void.

(5) Extension of Approval

(A) The City may, upon written request by the applicant prior to expiration of the Floodplain Development Permit approval, grant a maximum of two 12-month extensions. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the Planning and Zoning Commission. Whether or not an extension is warranted shall be based on the following considerations:

i. Whether there have been significant amendments to the City's Comprehensive Plan, special studies, draft or interim floodplain maps, or ordinances that will apply to the subject approval;

ii. Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project; a revised no adverse impact statement may be required prior to granting a permit extension;

iii. Whether hazardous situations have developed or have been discovered in the project area; or

iv. Whether community facilities and services required for the project are now inadequate.

(B) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension may be granted with conditions of approval to remedy any unmet requirements, or the City may choose not to grant an extension. Otherwise the City shall approve such an extension.

(C) The decision shall be issued in writing.

(D) No extensions shall be granted for an expired Floodplain Development Permit.

(6) Inspection Procedures

(A) For structures located wholly or partially in the regulatory floodplain:

i. A building under construction elevation certificate (FEMA Form 86-0-33) is required after the lowest floor is established.

(a) Within seven calendar days of establishment of the lowest floor elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the lowest floor, in relation to mean sea level. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted.

(b) Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

ii. A final as-built finished construction elevation certificate (FEMA Form 86-0-33) is required after construction is completed and prior to certificate of compliance/occupancy issuance.

iii. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the lowest floor and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.

iv. The finished construction elevation certificate certifier shall provide at least two photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least three inches by three inches. Digital photographs are acceptable.

(B) For riparian setback areas:

i. Development associated with a Building Permit. Prior to final Building Permit inspection and issuance of a Certificate of Occupancy, planning staff shall conduct a site inspection to verify that the project was

constructed per the approved plans and that all conditions of approval have been satisfied.

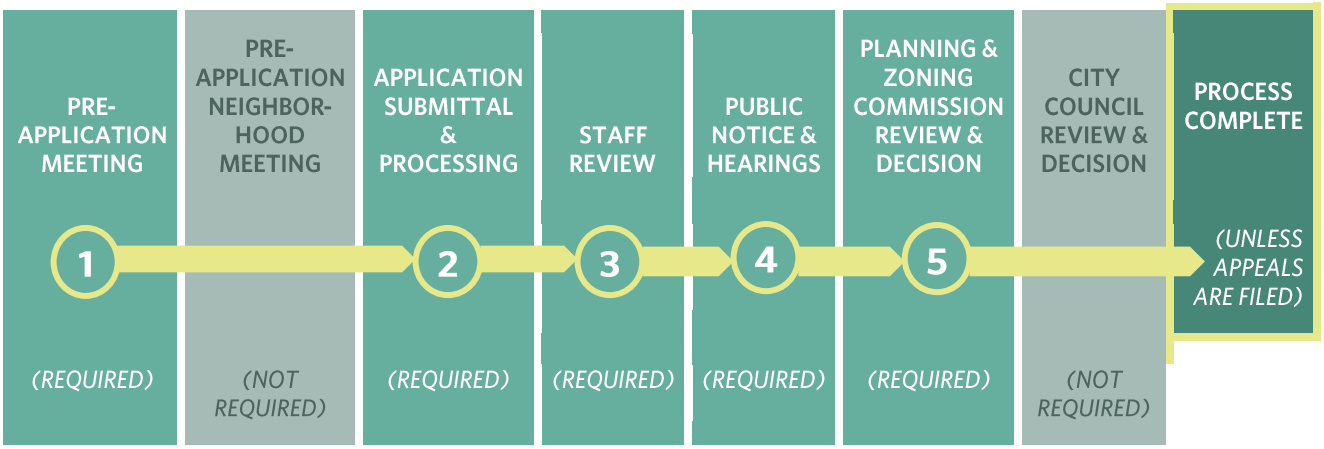
ii. Development not associated with a Building Permit. Planning staff shall conduct a site inspection to verify that the project was constructed in general conformance with the approved plans and that all conditions of approval have been satisfied. The site visit shall be documented with a written memo to the application file

(7) Special Requirements for Building Permits

(A) For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet or greater, the building owner shall sign a non-conversion agreement, that shall run with the property, promising not to improve, finish or otherwise convert the area below the lowest floor to living area and granting the City the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.

(B) Prior to issuance of any Building Permit for a structure located partially or wholly within the one percent annual chance floodplain, a preconstruction elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the Building Official.

d. Review and Action: Public Hearing Approvals



The application shall be reviewed pursuant to the common review procedures in §16.07.020.E, with the same modifications listed for administrative approvals above; however, public notice shall follow the standard notice requirements for public hearing approvals in 16.07.020.E.6.

3. Review Criteria

In reviewing a Floodplain Development Permit application, the Floodplain Administrator or Planning and Zoning Commission shall determine whether the application complies with the standards in §16.02.060.A, *FP: Floodplain Overlay District,* and the following:

a. All Applications

(1) The proposal preserves or restores the inherent natural characteristics of the river, floodplain, and riparian zone, including riparian vegetation and wildlife habitat. Development does not alter river channel unless all stream alteration criteria for evaluation are also met.

(2) No temporary construction activities, encroachment, or other disturbance into the 25-foot riparian zone, including encroachment of below grade structures, shall be permitted, with the exception of approved stream stabilization work and restoration work associated with a riparian zone that is degraded.

(3) No permanent development shall occur within the 25-foot riparian zone, with the exception of approved stream stabilization work and restoration work associated with permit issued under this section, or exceptions as described below:

(A) Access to a property where no other primary access is available;

(B) Emergency access required by the Fire Department;

(C) A single defined pathways or staircases for the purpose of providing access to the river channel and in order to mitigate multiple undefined social paths;

(D) Development by the City.

(4) New or replacement planting and vegetation in the riparian zone shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings most commonly include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle. However, in rare instances the distance from the top-of-bank to the mean high water mark is significant and the native vegetation appropriate for the riparian zone are low growing, drought resistant grasses and shrubs. Replacement planting and vegetation shall be appropriate for the specific site conditions. Proposal does not include vegetation within the 25-foot riparian zone that is degraded, not natural, or that does not promote bank stability.

(5) Landscaping and driveway plans to accommodate the function of the floodplain allow for sheet flooding. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

(6) Floodwater carrying capacity is not diminished by the proposal.

(7) Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not negative.

(8) Building setback in excess of the minimum required along waterways is encouraged. An additional ten-foot building setback beyond the required 25-foot riparian zone is encouraged to provide for yards, decks, and patios outside the 25-foot riparian zone.

(9) The top of the lowest floor of a building located in, or partially within, the SFHA shall be at or above the flood protection elevation (FPE). A building is considered to be partially within the SFHA if any portion of the building or appendage of the building, such as footings, attached decks, posts for upper story decks, are located within the SFHA. See Figure 02-1: *Preferred Crawl Space Construction* and Figure 02-2: *Below Grade Crawl Space Construction* to reference construction details. See §16.08.020 for definition of "lowest floor."

(A) In the SFHA where base flood elevations (BFEs) have been determined, the FPE shall be 24 inches above the BFE for the subject property; 24 inches or two feet is the required freeboard in city limits, unless in the AO zone where the elevation requirements in §16.02.060.A.1.g(2)(B), *Residential Construction* and 16.02.060.A.1.g(2)(C), *Nonresidential Construction* apply.

(B) In the SFHA where no BFE has been established, the FPE shall be at least two feet above the highest adjacent grade.

(10) The backfill used around the foundation in the SFHA floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent.

(A) Compensatory storage shall be required for any fill placed within the floodplain. Compensatory storage does not include any fill used to raise buildings to meet the FPE or for the required grade away from the building.

(B) A CLOMR-F shall be obtained prior to placement of any additional fill in the floodplain.

(11) All new buildings located partially or wholly within the SFHA shall be constructed on foundations that are designed by a licensed professional engineer.

(12) Driveways shall comply with City street standards; access for emergency vehicles has been adequately provided for by limiting flood depths in all roadways to one foot or less during the one percent annual chance event.

(13) Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.

b. Additional Criteria - Stream Alterations

(1) The proposal is shown to be a permanent solution and creates a stable situation.

(2) No increase to the one percent annual chance flood elevation at any location in the community, based on hydrologic and hydraulic analysis performed pursuant to standard engineering practice and has been certified and submitted with supporting calculations and a No Rise Certificate, by a registered Idaho engineer.

(3) The project has demonstrated no adverse impact or has demonstrated all impacts will be mitigated.

(4) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work.

(5) Fish habitat shall be maintained or improved as a result of the work proposed.

(6) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.

(7) The work proposed is for the protection of the public health, safety, and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.

c. Additional Criteria - Wetlands

Where development is proposed on a property with wetlands, the development must avoid impacts to the wetland areas. Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with an equal amount and quality of new wetland area or riparian habitat improvement. Where impact cannot be avoided, the applicant must submit an alternatives analysis to demonstrate that the proposed design:

(1) Cannot avoid impact to wetlands; and

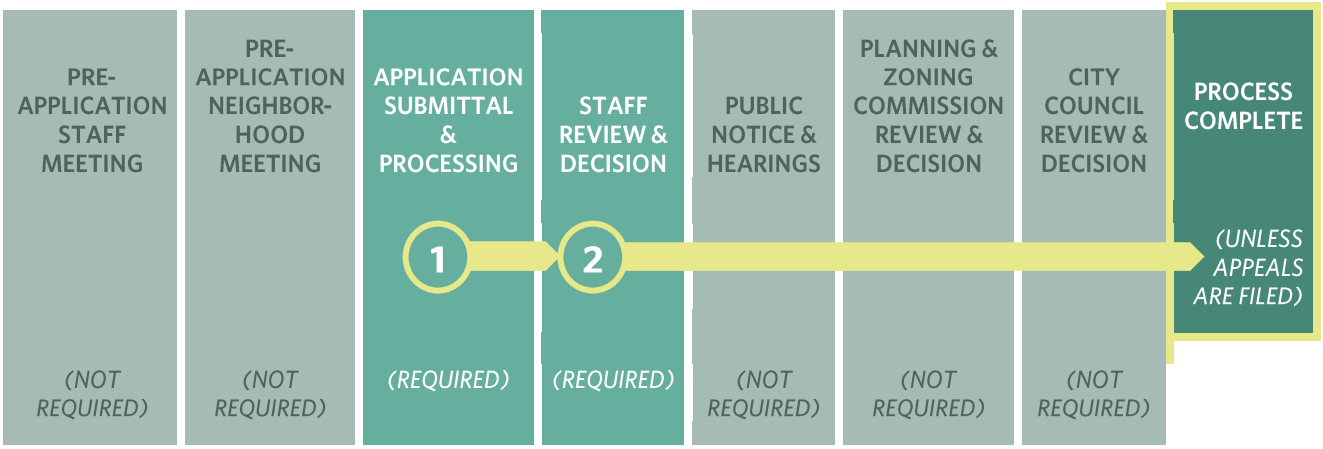
(2) Minimizes impact to wetland to the greatest degree possible.

E. Minor Riparian Alteration Permit

1. Applicability

A Minor Riparian Alteration Permit is required when the removal or planting of vegetation is proposed in a riparian zone prior to any and all development, as defined in §16.08.020.

2. Procedure



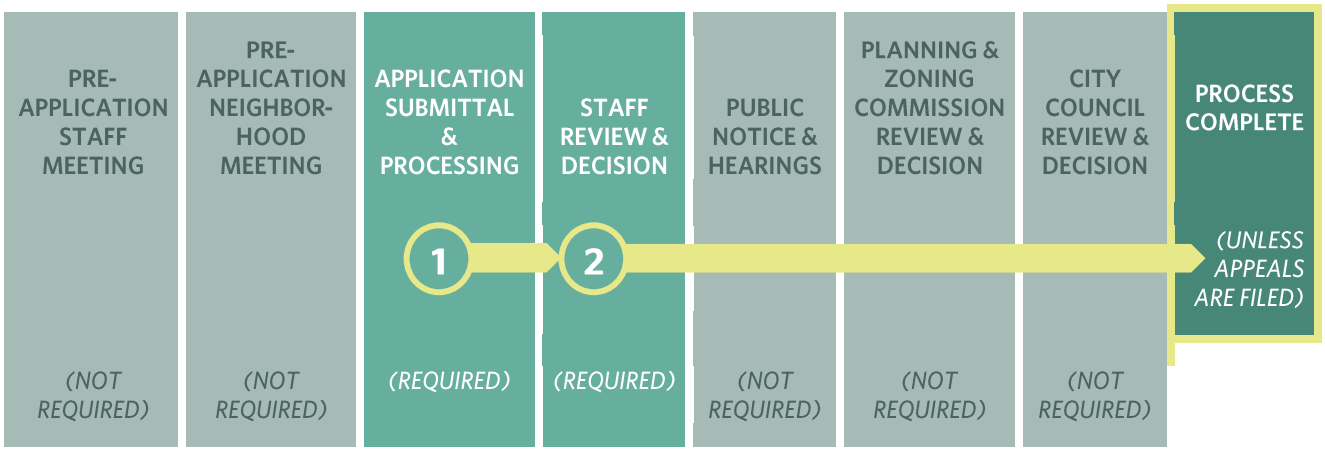
Minor Riparian Alteration Permits shall comply with the procedure for Floodplain Development Permits pursuant to §16.07.050.D.

F. Temporary Flood Control Barrier

1. Applicability

A Temporary Flood Control Barrier Permit is required to install temporary flood control barriers, such as sandbags, bladder dams, and other similar non-permanent barriers.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D.

3. Review Criteria

In reviewing a temporary flood control barrier application, the Floodplain Administrator shall determine whether the proposed temporary flood control barrier is contrary to the public health, safety, or welfare and complies with the requirements in §16.02.060.A.5.

G. Floodplain Development Variance

1. Applicability

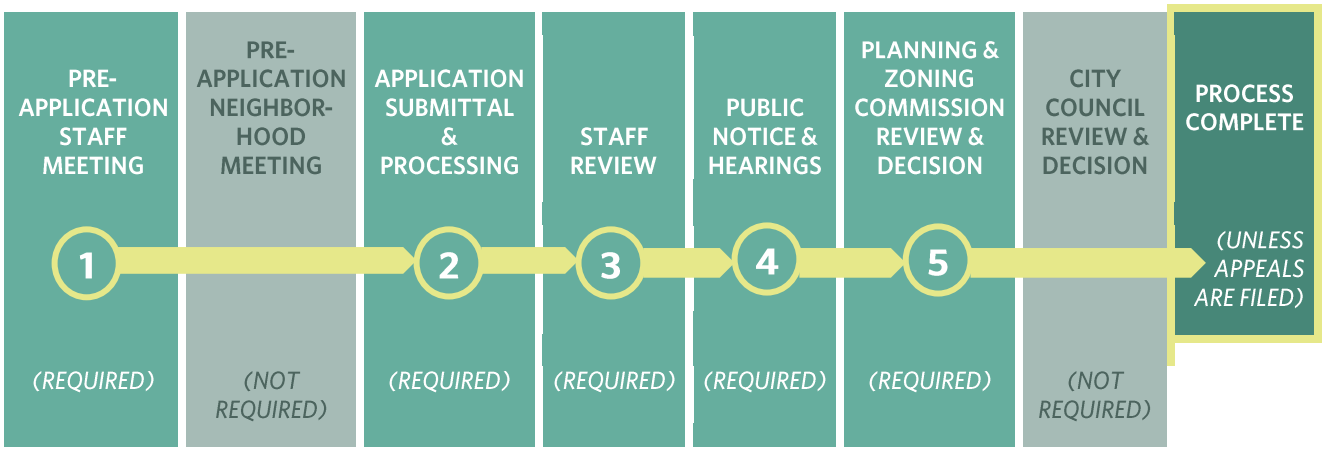
A Floodplain Development Variance is required for any of the following development types that are seeking modifications of the standards in §16.02.060.A, *FP: Floodplain Overlay District*:

a. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the Variance is the minimum necessary to preserve the historic character and design of the structure;

b. Functionally dependent facilities, if determined to meet the definition as stated in §16.08.020, provided provisions of this section, have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

c. Any other type of development, provided it meets the requirements of this section.

2. Procedure



An application for a Floodplain Development Variance shall be processed under the general Variance procedure in §16.01.010.A. In addition:

a. Conditions of Approval

(1) Variances shall only be issued prior to development permit approval.

(2) Any applicant to whom a Variance is granted shall be given written notice that the structure will be permitted to be built with a lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(3) The City will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a Variance at least 30 calendar days prior to granting the Variance.

3. Review Criteria

The Planning and Zoning Commission shall consider all technical evaluations, the review criteria for Variances set forth in §16.01.010.A.1, all relevant factors and standards specified in other sections of this Code, and the following criteria:

a. Variances within any designated floodway shall not result in an increase in flood levels during the base flood discharge.

b. The Variance shall be the minimum necessary, considering the flood hazard, to afford relief.

c. Failure to grant the Variance would result in exceptional hardship to the applicant.

d. Variances shall not be issued when the Variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

e. The Variance shall not result in materials swept onto other lands to the injury of others;

f. The Variance shall not pose danger to life and property due to flooding or erosion damage;

g. The proposed facility and its contents shall not be susceptible to flood damage and the effect of such damage on the individual owner;

h. The proposed facility shall provide services to the community;

i. Where applicable, a waterfront location is necessary as a functionally dependent facility;

j. The Variance shall describe why alternative locations that are not subject to flooding or erosion damage are not feasible for the proposed use;

k. The proposed use shall be compatible with existing and anticipated development;

l. The Variance shall be consistent with the Comprehensive Plan and floodplain management program for that area;

m. The Variance shall ensure the safety of access to the property in times of flood for ordinary and emergency vehicles;

n. The Variance shall identify expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

o. The Variance shall not result in an increase in costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities such as sewer, gas, electrical, and water systems, and streets and bridges;

p. Variances shall only be issued pursuant to the guidelines found at Section 60.6, Code of Federal Regulations (Title 44 CFR), as set forth on the Effective Date; and

q. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, Variances from the flood elevations should be quite rare.

16.07.060. Historic Preservation

A. Purpose

The purpose of this section is to promote the educational, cultural, economic, and general welfare of the public through the identification, evaluation, designation, and protection of buildings, sites, areas, structures, and objects that reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological, and cultural heritage.

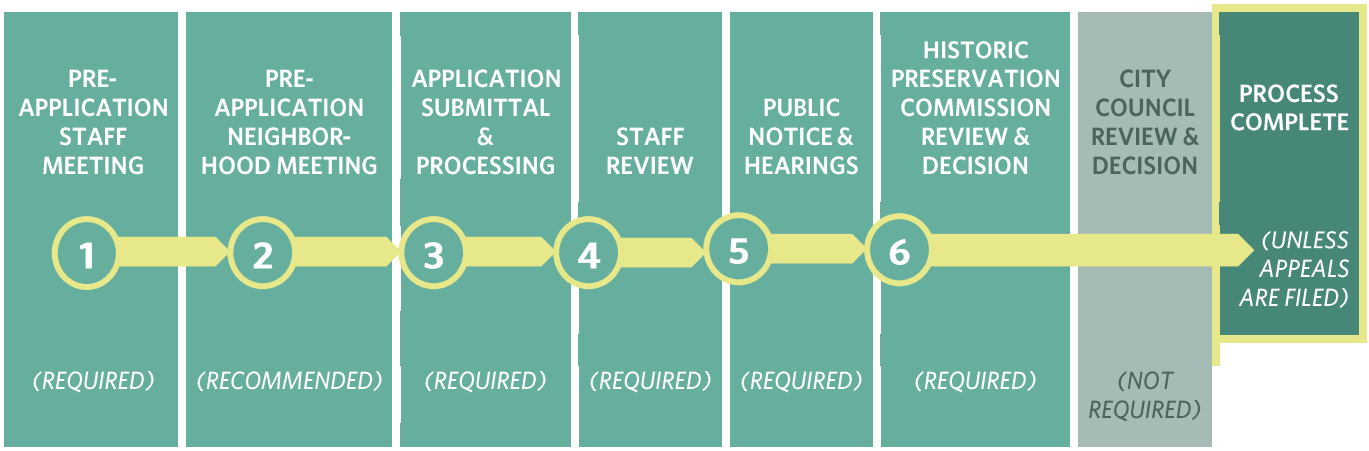
B. Applicability

1. The regulations and procedures set forth in this section shall apply to any structure listed on the adopted historic building/site list. All other buildings over 50 years of age shall follow the process for demolition of buildings per Title 15 of the Ketchum Municipal Code.
2. Except as provided in §16.07.060.D.4.g, no person shall make, or otherwise cause to be made, any demolition or alterations to structures on the historic building/site list without approval by the Historic Preservation Commission (HPC). The following types of modifications require HPC review:
    a. Partial or total demolition of any portion of the structure;
    b. Exterior alterations, including windows or siding replacement, where materials or color changes are proposed;
    c. Additions to any structure; or
    d. On-site moving of any structure.
3. This section shall not apply to dangerous building conditions that would imperil the health or safety of the public as determined by the Building Official and the Administrator.

C. Maintenance

1. Normal repair and maintenance of structures on the historic building/site list is permitted without HPC review. Nothing in this section shall be construed to prohibit the alteration of any structure necessary as a part of normal repair and maintenance when such alteration will not change the exterior appearance or materials or the interior support structure of the building, including the character or appearance of the land itself.
2. All structures on the historic building/site list shall be maintained to meet the requirements of the International Property Maintenance Code and/or the International Existing Building Code, as adopted and amended by the City. The owner of such structure(s) shall also keep in good repair all structural elements that, if not so maintained, may cause, or tend to cause the exterior portions of such structure to deteriorate, decay, or become damaged or otherwise to fall into a state of disrepair that would have an adverse effect upon such designated structures.

D. Procedure – Alterations



1. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A. In addition, the applicant may request a preapplication meeting with the HPC to discuss the proposed alteration.

2. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is recommended pursuant to §16.07.020.B.

3. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

4. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

a. Public Notice and Public Hearings

The application shall be scheduled for at least one public hearing before the HPC.

b. Subsequent Development Permits

Except as provided in §16.07.060.D.4.g, no permit shall be issued authorizing any alteration to a structure listed on the historic building/site list until the HPC approves the request for alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.

c. Effect of Approval

Approval of each individual alteration application is unique to that property and does not constitute a precedent for other properties.

d. Expiration of Approval

(1) The term of the application shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the HPC.

(2) Application must be made and all applicable fees paid for a Building Permit with the Planning and Building Department during the 12-month term. Once a Building Permit has been issued, the alteration approval shall be valid for the duration of the Building Permit.

(3) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

e. Extension of Approval

(1) For approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired alteration approval.

(2) For approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired alteration approval. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the HPC. Whether or not an extension is warranted shall be based on the following considerations:

(A) Whether there have been significant amendments to ordinances that will apply to the subject alteration approval;

(B) Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

(C) Whether hazardous situations have developed or have been discovered in the project area; or

(D) Whether community facilities and services required for the project are now inadequate.

(3) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension. No extensions shall be granted for an expired Design Review approval.

f. Enforcement and Maintenance

If any alteration is made without approval of an alteration application, the City shall issue a stop work order for all construction activity, withhold inspections and final approvals, withhold approval of additional City permits, and take any other available action, or any combination of the aforementioned, until the applicant has applied for and received approval for the alteration. If the alteration is not approved, the property owner shall restore the structure to its original condition.

g. Remedying of Dangerous Building Conditions

(1) If the Building Official finds a historic structure constitutes dangerous building conditions that would imperil the health or safety of the public, it shall first be determined by the Building Official if the structure is capable of being made safe by repairs at the expense of the owner.

(2) If the Building Official finds the structure is not capable of being made safe by repairs, then the Building Official may order the structure to be demolished.

(3) Nothing contained herein shall be construed as making it unlawful for any person to comply with the Building Official's authority as stated in this section.

5. Review Criteria

In reviewing a request for alteration of a historic structure, the HPC shall determine if the application complies with the following:

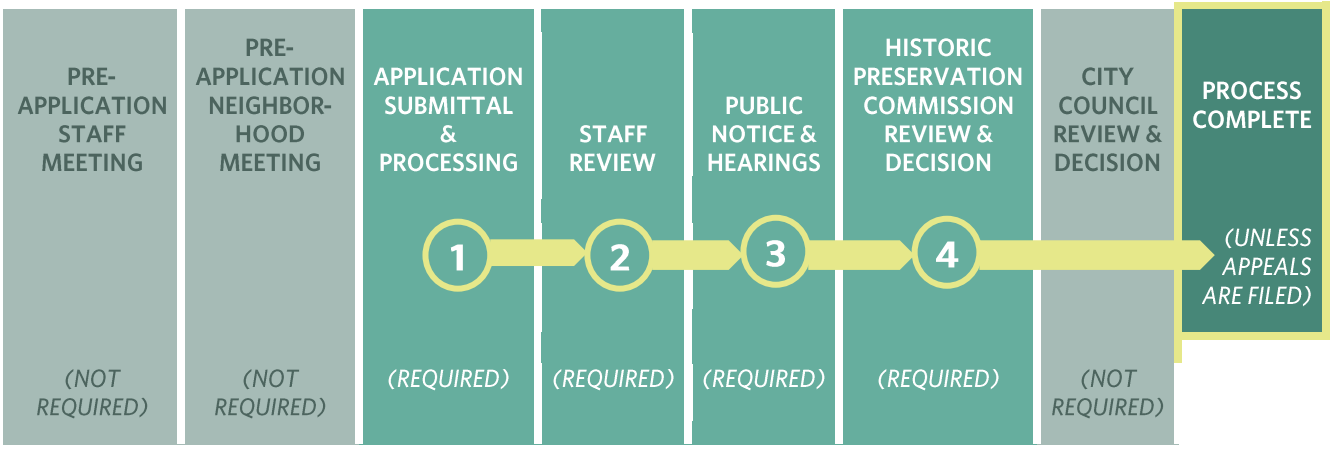
a. The proposed work preserves, enhances or restores and does not damage or destroy the exterior architectural features of the historic structure;

b. The historic property remains recognizable as a physical record of its time and place. The alteration will not create a false sense of historical development by adding conjectural features or elements from other historic properties or time periods;

c. Changes to the property that have acquired historic significance in their own right are retained and preserved to the extent possible; and

d. In the case of partial demolition, the applicant must establish that the partial demolition is required for the renovation, restoration, or rehabilitation of the structure.

E. Procedure – Demolitions



1. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition, the application shall include a proposal for a monument, plaque a monument, plaque, photo exhibit, three-dimensional model, or similar site element with a narrative inscription describing the historical significance of the building, or a public arts project commemorating the same.

2. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

a. Public Notice and Public Hearings

The application shall be scheduled for at least one public hearing before the HPC and shall be noticed within 60 days of the application being deemed complete.

b. Conditions of Approval

Any proposed monument or commemoration shall be installed at the applicant's expense and shall be installed prior to completion of the replacement project.

c. Effect of Approval

(1) Approval of each individual demolition application is unique to that property and does not constitute a precedent for other properties.

(2) Except as provided in §16.07.060.D.4.g, no permit shall be issued authorizing any demolition to a structure listed on the historic building/site list until the HPC approves the request for alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.

d. Expiration of Approval

(1) The term of the application shall be 12 months from the date that findings of fact, conclusions of law, and decision are adopted by the HPC.

(2) Application must be made and all applicable fees paid for a Building Permit with the Planning and Building Department during the 12-month term. Once a Building Permit has been issued, the demolition approval shall be valid for the duration of the Building Permit.

(3) Unless an extension is granted as set forth below, failure to file a complete Building Permit application for a project pursuant to these provisions shall cause the approval to be null and void.

e. Extension of Approval

(1) For approvals pertaining to public use buildings, the Administrator may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired demolition approval.

(2) For approvals pertaining to all other buildings, the City may, upon written request by the applicant, grant a maximum of two 12-month extensions to an unexpired demolition approval. The first 12-month extension shall be reviewed by the Administrator. The second 12-month extension shall be reviewed by the HPC. Whether or not an extension is warranted shall be based on the following considerations:

(A) Whether there have been significant amendments to ordinances that will apply to the subject alteration approval;

(B) Whether significant land use changes have occurred in the project vicinity that would adversely impact the project or be adversely impacted by the project;

(C) Whether hazardous situations have developed or have been discovered in the project area; or

(D) Whether community facilities and services required for the project are now inadequate.

(3) If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension will not be granted and the City shall issue this decision in writing; otherwise the City shall approve such an extension. No extensions shall be granted for an expired demolition approval.

3. Review Criteria

In reviewing a request for demolition of a historic structure, the HPC shall determine if the application complies with the following:

a. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure.

b. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property.

c. The application proposes a future monument or commemoration at or near the original location of the historically significant building that appropriately and publicly honors the historical significance of the building or structure. mitigates the following:

(1) Any impacts that occur to the visual character of the neighborhood.

(2) Any impact on the historic importance or architectural integrity of the structure located on the property and adjacent properties.

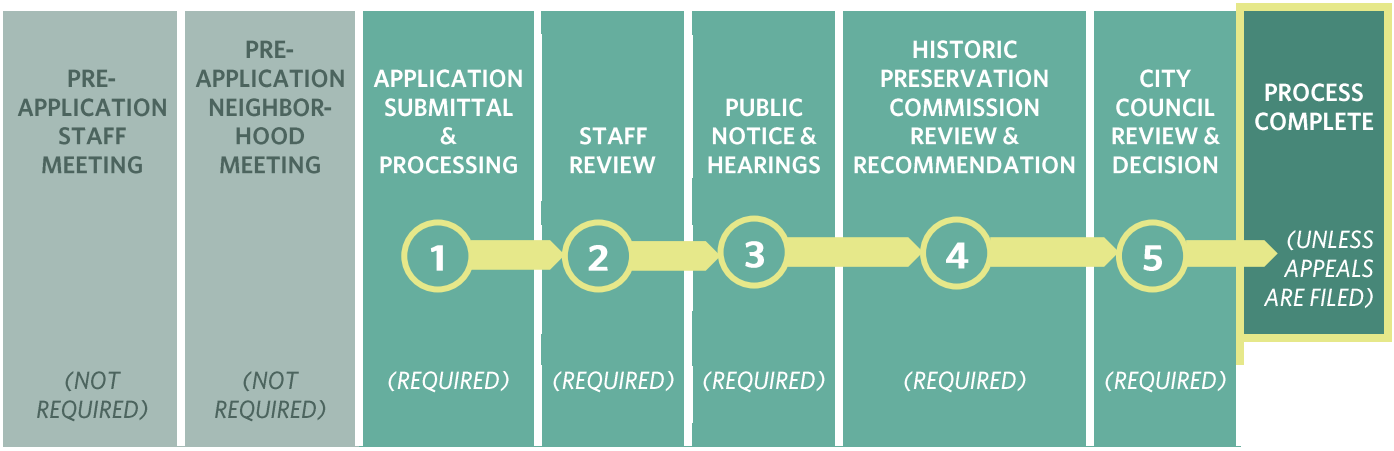
F. Designation of a Historic Building/Site

1. Historic Building/Site List Established

a. The historic building/site list shall be established and maintained by the HPC.

b. The HPC shall have the authority to add or remove structures from the historic building/site list using the criteria below to determine if a structure should be added or removed from the historic building/site list.

2. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

c. Review Criteria

In reviewing a request for designation of a historic building/site, the HPC shall determine if the application complies with the following:

(1) General Criteria

(A) Historic buildings must be at least 50 years old. A historic building may be exempt from the age standard if it is found to be exceptionally important in other significant criteria.

(B) All buildings and sites must retain their physical integrity as determined by the following criteria. However, a site need not meet all of the following criteria:

i. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;

ii. Retains a significant amount of the original design features, materials, character or feeling of the past;

iii. Is in the original location or same historic context after having been moved;

iv. Has been accurately reconstructed or restored based on documentation.

(2) Additional Criteria

In addition to a. above, historic buildings or sites shall meet one or more of the following criteria, (A), (B) or (C):

(A) Architectural

i. Exemplifies specific elements of a recognized architectural style or period or a style particularly associated with Ketchum neighborhoods;
ii. Example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
iii. Demonstrates superior craftsmanship or high artistic value;
iv. Represents an innovation in construction, materials, or design;
v. Pattern or grouping of elements that enhance the identity of the community;
vi. Significant historic remodel contributing to Ketchum's identity.

(B) Social/Historic

i. Site of historic event;
ii. Exemplifies cultural, political, ethnic, economic, or social heritage of the community through the built environment or with people associated with an era of history;
iii. Associated with a notable person or the work of a notable person;
iv. Is valued by the Ketchum community as an established or familiar visual or cultural feature due to its architectural history, siting, massing, scale, cultural characteristics, or heritage such that its removal would be irreparable loss to the setting.

(C) Geographic/Natural Features

i. Enhances sense of identity of the community;
ii. Is an established and familiar natural setting or visual feature of the community.

16.07.070. Ordinance Amendments

A. Code Amendment

1. Purpose

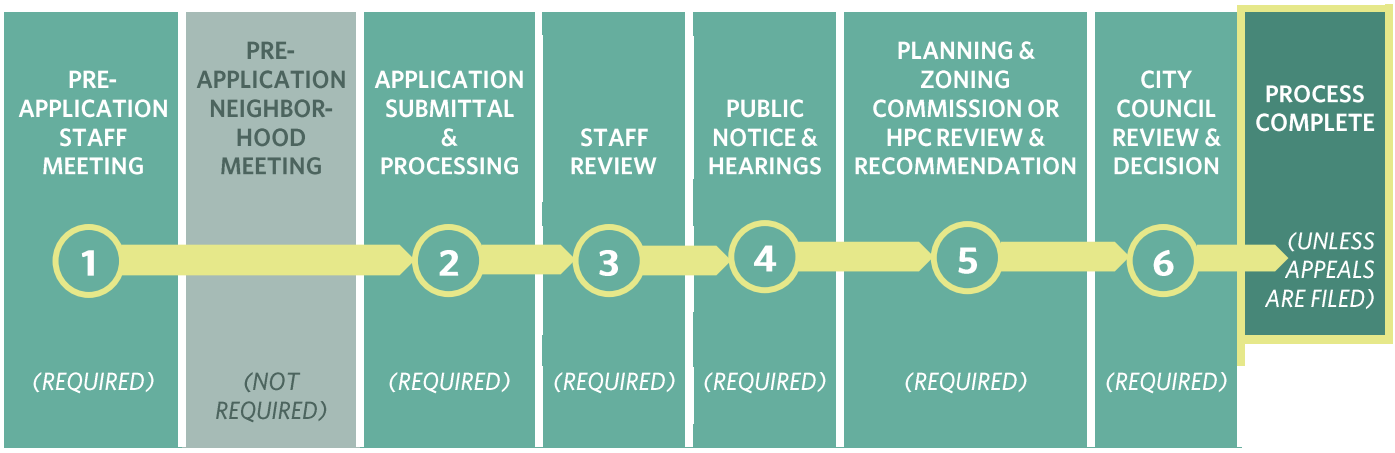
The purpose of a Code Amendment is to make amendments to this Code to reflect changes in public policy, changed conditions, or to advance the health, safety, and welfare of the City.

2. Applicability

a. A Code Amendment is required to incorporate new text in this Code or revise or delete text in this Code.

b. If the proposed Code Amendment is related to historic preservation, the HPC shall make the initial recommendation, not the Planning and Zoning Commission.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

4. Review Criteria

In reviewing a Code text amendment, the decision-making body shall consider whether the proposed amendment:

a. Is consistent with the Comprehensive Plan and other City policies;

b. Does not conflict with other provisions of this Code or other provisions in the Ketchum Municipal Code; and

c. Is consistent with the general purpose and intent of this Code.

B. Comprehensive Plan Amendment

1. Purpose

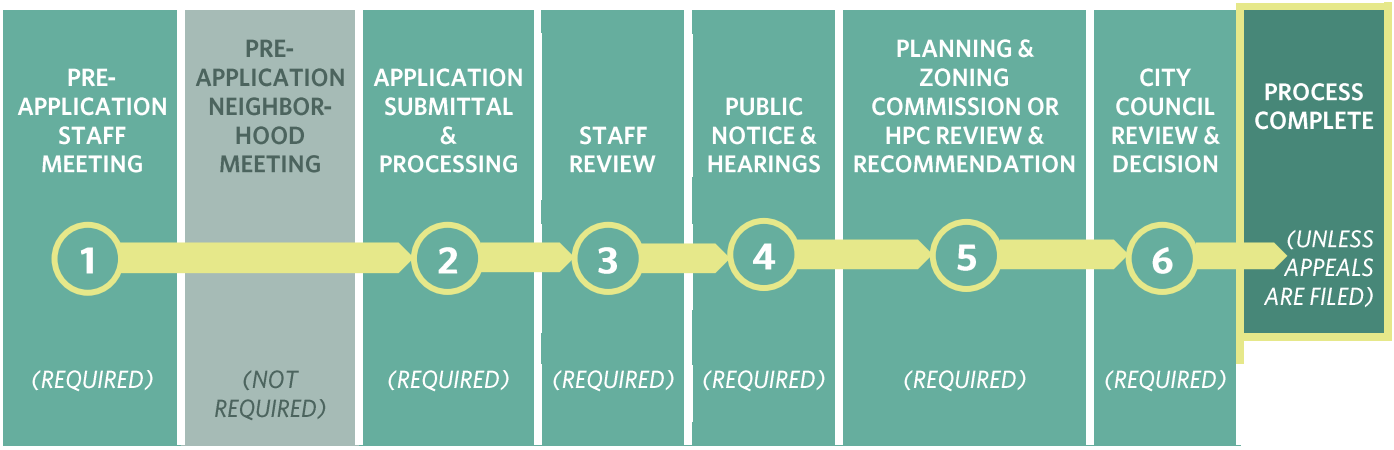
The purpose of a Comprehensive Plan Amendment is to ensure administrative changes and proposed amendments to the Comprehensive Plan are consistent with the City's vision, goals, and policies.

2. Applicability

a. A Comprehensive Plan Amendment is required to make an amendment to the existing Comprehensive Plan, including but not limited to applications to amend the Future Land Use Map component of the Comprehensive Plan for the city.

b. If the proposed Comprehensive Plan Amendment is related to historic preservation, the HPC shall make the initial recommendation, not the Planning and Zoning Commission.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

c. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E with the following modifications:

(1) If the Planning and Zoning Commission recommends a material change to the Comprehensive Plan after it has conducted the hearing, it must give notice of the change and conduct another public hearing concerning the matter if the City Council is not going to conduct its own public hearing.

(2) The City Council may act on the Commission's recommendation or has the option to conduct its own public hearing. If the Council holds its own public hearing, the notice must include a description of the Commission's recommendation.

4. Review Criteria

In reviewing a Comprehensive Plan Amendment, the Planning and Zoning Commission and City Council shall consider whether the proposed amendment:

a. Is required for the public convenience or necessity, or for the general welfare of the community;

b. Is necessary to address changes in conditions within the community that have occurred since the Comprehensive Plan was adopted or is necessary to correct one or more goal, objective, or policy that exist in the plan;

c. Is consistent with and will further the goals, objectives, and policies of the Comprehensive Plan, unless it explicitly modifies those goals, objectives, and policies;

d. Will not modify the goals, objectives, and policies of the Comprehensive Plan in a way that creates inconsistencies between different chapters of the Plan, or that impairs the City's ability to balance the goals, policies, and objective within or between different chapters of the Plan; and

e. If the amendment is to the Future Land Use Map, the amendment is consistent with the other elements of the Comprehensive Plan and the amendment seeks changes to create internal consistency.

C. Zoning Map Amendment (Rezoning)

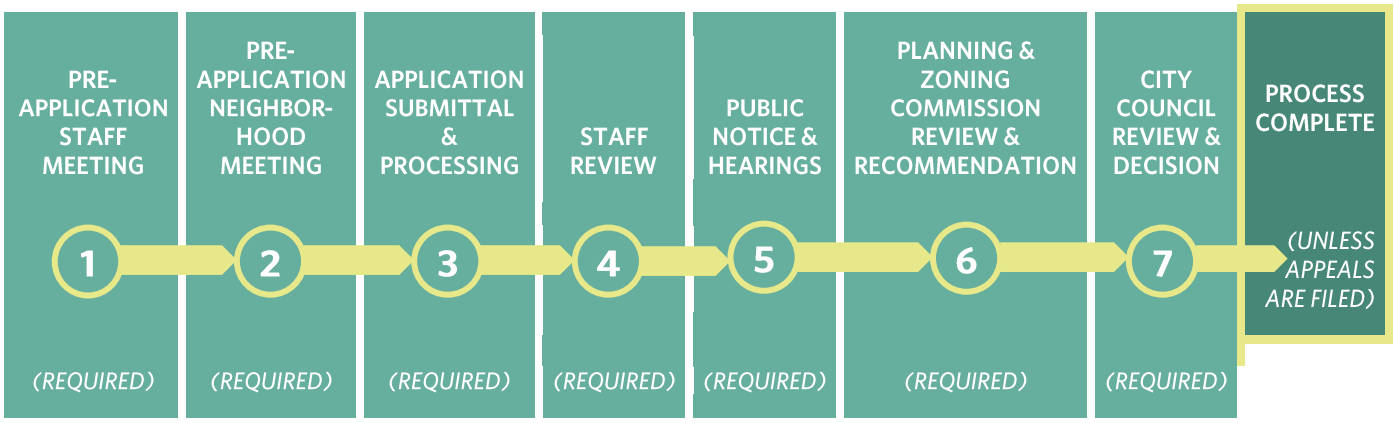
1. Purpose

The purpose of a Zoning Map Amendment is to make amendments the Ketchum zoning map to reflect changes in public policy, changed conditions, or to advance the welfare of the City.

2. Applicability

A Zoning Map Amendment is required to establish or eliminate zoning districts or change the zoning designation of a parcel.

3. Procedure



a. Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

b. Preapplication Neighborhood Meeting

A preapplication neighborhood meeting is required pursuant to §16.07.020.B.

c. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

d. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E.

e. Review Criteria

In reviewing a Zoning Map Amendment, the decision-making body shall consider whether the proposed amendment:

(1) Is consistent with the Comprehensive Plan and other City policies;

(2) Does not conflict with other provisions of this Code or other provisions in the Ketchum Municipal Code; and

(3) Is consistent with the general purpose and intent of this Code.

16.07.080. Subdivision Procedures

A. Major Subdivision

1. Preliminary Plat

a. Purpose

The purpose of a Preliminary Plat is to provide a mechanism for the City to review an overall plan for a proposed subdivision to ensure compliance with this Code, the Comprehensive Plan, and the adequate provision of facilities and services in the city.

b. Applicability

A Preliminary Plat is required if the proposed subdivision:

(1) Is on land that has not been platted;

(2) Will produce more than four lots;

(3) Will include two or more phases as part of a phased development project;

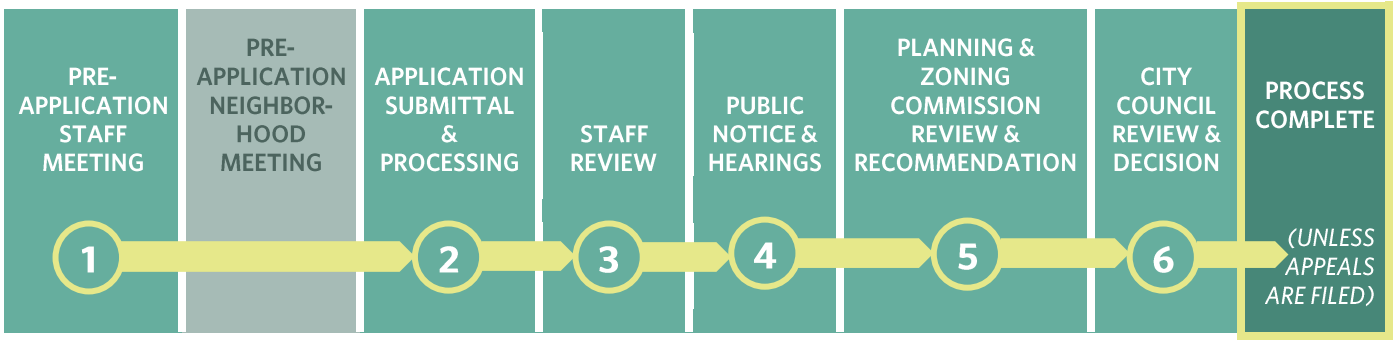
(4) Will include the dedication of public right-of-way, other public tracts, or public improvements not determined to be eligible for Minor Subdivision processing; or

(5) Is for lot consolidation. Lot consolidation within the city may be permitted in certain zoning districts as follows:

Table 16-20: Consolidation of Lots

Zoning District	Consolidation of Lots
CC – Subdistricts 1 and 2	Permitted subject to additional standards in §16.07.080.A.1.c(2)(A)
T	
T-3000	
T-4000	
GR-H	
LI, LI-2, and LI-3	
RU and AF	
GR-L	Permitted subject to Subdivision Exception
LR, LR-1, and LR-2	
STO-1, STO-4, and STO-H	

c. Procedure



(REQUIRED)	(NOT REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)	(REQUIRED)

(1) Preapplication Staff Meeting

A preapplication staff meeting shall be held pursuant to §16.07.020.A.

(2) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to the common review procedures in §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. All percolation tests and/or exploratory pit excavations required by State health authorities.

ii. A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

iii. A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.

iv. For condominium projects, a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.

v. A preliminary soil report prepared by a qualified engineer

vi. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:

(a) Proposed contours at a maximum of five-foot contour intervals.

(b) Cut and fill banks in pad elevations.

(c) Drainage patterns.

(d) Areas where trees and/or natural vegetation will be preserved.

(e) Location of all street and utility improvements including driveways to building envelopes.

(f) Any other information which may reasonably be required by the Administrator, Planning and Zoning Commission or City Council to adequately review the affect of the proposed improvements.

vii. An impact statement if required by §16.06.090, *Impact Statement*.

viii. A digital copy of the Preliminary Plat that includes:

(a) The scale, north point and date.

(b) The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.

(c) The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.

(d) Legal description of the area platted.

(e) The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.

(f) A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.

(g) The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.

(h) Boundary description and the area of the tract.

(i) Existing zoning of the tract.

(j) The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

(k) The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.

(l) The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.

(m) The direction of drainage, flow and approximate grade of all streets.

(n) The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.

(o) Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.

(p) The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.

(q) Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

(r) Lot area of each lot.

(s) Existing mature trees and established shrub masses.

ix. For Preliminary Plats in the Floodplain Overlay district:

(a) United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent benchmark shall be identified and shown on the plat.

(b) All Preliminary Plats shall contain a plat note including a certification by a registered surveyor that the boundaries were established consistent with the FIRM for the City or Blaine County, whichever applies. The note shall include the FEMA FIRM panel number(s), FIRM effective date(s), and a note stating that "Flood Zones are subject to change by FEMA and all lands within the Special Flood Hazard Area are regulated by City of Ketchum Municipal Code.

(c) All Preliminary Plats shall identify and designate the Special Flood Hazard Area, the 0.2 percent annual chance (500-year) floodplain boundary, the floodway boundary, the mean high-water mark, and the riparian zone. All flood zone(s), and base flood elevation(s) shall be shown on the plat.

(d) All Preliminary Plats shall contain a note or notes that warn prospective buyers of property that sheet flooding can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.

(e) All Preliminary Plats shall contain a note that refers to the required 25-foot setback from all waterways, called the riparian zone, in which no development is permitted, and require that riparian vegetation shall remain in in its natural state for the protection and stabilization of the riverbank unless alterations are approved in accordance with Ketchum Municipal Code.

x. For townhouse or condominium subdivisions, the subdivider of the townhouse project shall submit with the Preliminary Plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, that shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking, and/or open spaces. Prior to Final Plat approval, the subdivider shall submit to the City a final copy of such documents and shall file such documents prior to

recordation of the plat, which shall reflect the recording instrument numbers.

(B) Lot Consolidation

All Preliminary Plat applications for lot consolidation must be submitted concurrently with a Building Permit application or development application as applicable.

(C) Phased Development Projects

i. Compliance with Provisions

Any subdivider wishing to develop a subdivision over a series of years shall comply with the additional requirements and regulations set forth in this section. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner, including the extension of services and implementation of an interim landscaping plan for all future phases, and shall comply with all applicable zoning regulations.

ii. Development Plan

The Preliminary Plat shall include a Development Plan that designates all future phases, sublots, and/or common areas, along with all information required in the Administrative Manual. The Development Plan, if approved, shall be the master plan for the entire project subject to modification by the subdivider through the same procedures as required for approval of the Preliminary Plat.

(3) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission and one hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(B) Commission Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 and the review criteria below.

(C) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

(D) Conditions of Approval

i. Preparation and Commencement of Required Improvements

(a) Upon approval of the Preliminary Plat by the City Council, the subdivider shall prepare required improvement design plans pursuant to this Code and additional condition(s) imposed by the Council.

(b) For phased development projects, the Council may require that the subdivider install all or a portion of the required improvements for the entire project as set forth in the Development Plan. Such required improvements shall be constructed prior to approval of the Final Plat for any phase of the development

(c) Upon approval of the improvement designs by the City Engineer, the subdivider shall commence construction on the required improvements that shall be installed prior to approval of the Final Plat.

ii. As-Built Drawing

Prior to acceptance by the City Council of any improvements installed by the subdivider, two sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the City Engineer. Within ten days after completion of improvements and submission of as built drawings, the City Engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the Administrator and the subdivider. If a performance bond has been filed, the Administrator shall forward a copy of the certification to the City Clerk and the City Clerk shall release the performance bond upon application by the subdivider.

iii. Monumentation

Following completion of construction of the required improvements and prior to certification of completion by the City Engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:

(a) All angle points in the exterior boundary of the plat.

(b) All street intersections, points within and adjacent to the Final Plat.

(c) All street corner lines ending at boundary line of Final Plat.

(d) All angle points and points of curves on all streets.

(e) The point of beginning of the subdivision plat description.

(E) Expiration of Approval

i. With the exception of phased development projects approved by City Council, the failure to obtain Final Plat approval by the Council of an

approved Preliminary Plat within two years after approval by the Council shall cause all approvals of such Preliminary Plat to be null and void.

ii. The Final Plat procedure for each phase of a phased development project shall follow §16.07.080.A.2.

(F) Extension of Approval

Prior to expiration of the Preliminary Plat, the Administrator may, upon written request by the applicant, grant a maximum of one 12-month extension to a Preliminary Plat approval.

d. Review Criteria

The Planning and Zoning Commission shall review and recommend and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

(1) All Applications

The Preliminary Plat:

(A) Is consistent with the comprehensive plan;

(B) Complies with the standards in Chapter 16.06, *Subdivision*;

(C) Complies with the applicable zoning district standards;

(D) Complies with the use, dimensional, design, and development standards in this Code;

(E) Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;

(F) Provides evidence of public water and sewer system connections; and

(G) Identifies and adequately mitigates known natural hazard areas.

(2) Additional Criteria for Lot Consolidation

All Preliminary Plat applications for lot consolidation must also demonstrate conformance with all applicable Building Permit and land use development approvals.

(3) Additional Criteria for Phased Development Projects

For phased development projects, the decision-making body shall review both the Preliminary Plat and Development Plan and make such recommendations on the proposed project as required by the applicable design review ordinance(s) and all other applicable ordinances or portions.

(A)

2. Final Plat

a. Purpose

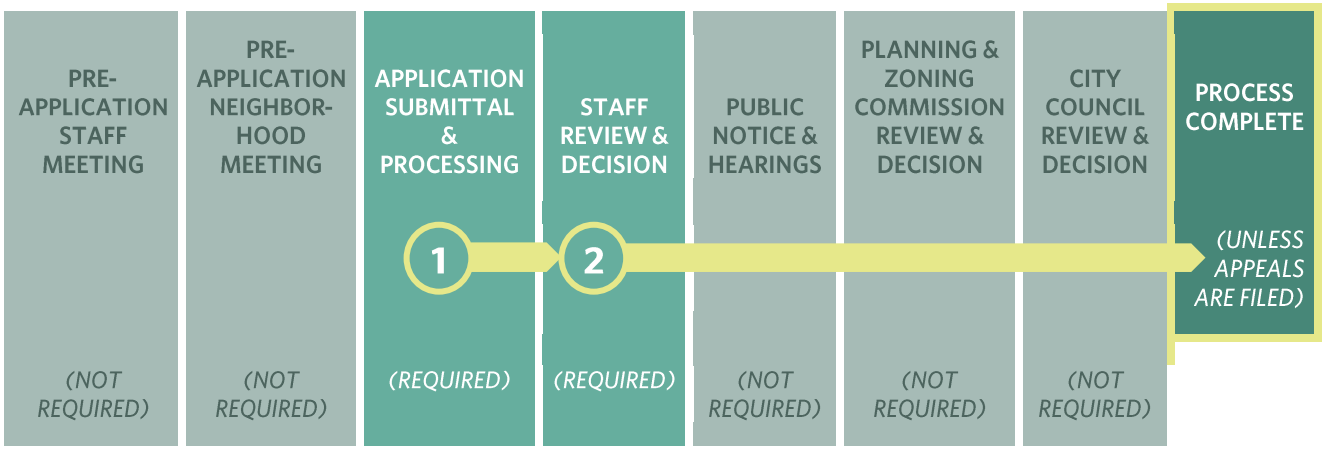
The purpose of a Final Plat is to provide a mechanism for the City to complete the subdivision process and ensure compliance with the approved Preliminary Plat and applicable standards in this Code.

b. Applicability

(1) A Final Plat is required for any proposed subdivision that requires Preliminary Plat review pursuant to §16.07.080.A.1, *Preliminary Plat.*

(2) In the event the Final Plat does not substantially conform to the approved Preliminary Plat, the Administrator shall consider such plat a Preliminary Plat and that procedure shall apply.

c. Procedure



(1) Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C. In addition:

(A) Application Requirements

Applicants shall submit the following:

i. All items listed in §§16.07.080.A.1.c(2)(A)i through 16.07.080.A.1.c(2)(A)vi.

ii. Two hard copy sets and a digital copy of a Final Plat drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of 18-inch by 24-inch Mylar paper with no part of the drawing nearer to the edge than one-half inch, and shall be in conformance with the provisions of Idaho Code title 50, Chapter 13. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The Final Plat shall include:

(a) Point of beginning of subdivision description tied to at least two governmental survey comers, or in lieu of government survey comers, to monuments recognized by the City Engineer.

(b) Location and description of monuments.

(c) Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.

(d) Names and locations of all adjoining subdivisions.

(e) Name and right-of-way width of each street and other public rights-of-way.

(f) Location, dimension and purpose of all easements, public or private.

(g) The blocks numbered consecutively throughout each block.

(h) The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.

(i) The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.

(j) Scale, north arrow and date.

(k) Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.

(l) A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.

(m) A plat note referencing the FAR Exceedance Agreement and community housing deed restriction or covenants for projects with community housing.

(n) Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.

(o) A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.

(p) Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.

(q) Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.

(r) Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the Council.

(s) Notation of any additional restrictions imposed by the Council on the development of such subdivision to provide for the public health, safety and welfare.

(B) Condominium Projects

The Final Plat shall not be filed, received, and processed until a framing inspection has been passed for the project.

(C) Townhouse Development

The Final Plat shall not be filed, received, and processed until one of the following:

i. Detached Townhouses – a Building Permit is issued for the first unit.

ii. Attached Townhouses – a foundation inspection has been passed for the building.

(2) Review and Action: Administrative Approvals

The application shall be reviewed pursuant to the common review procedures for applications subject to administrative decision in §16.07.020.D. In addition:

(A) Commission Decision

i. The Administrator may refer Final Plat applications to the Planning and Zoning Commission for a final decision if the Administrator determines the complexity of the project or its potential to create significant impacts requires a public process. In such case, the application shall be scheduled for at least one public hearing before the Commission and shall be noticed pursuant to §16.07.020.E.6.

ii. If referred by the Administrator, the Planning and Zoning Commission shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

(B) Acceptance of Dedications

Approval of the Final Plat shall constitute acceptance of all dedications for public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown on such Final Plat. As a condition precedent to the acceptance of any streets or required improvements, the Administrator shall require that the subdivider install such improvements pursuant to the construction standards, and that condition shall be noted on the Final Plat.

(C) Performance Bond

Prior to Final Plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the City Engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the City, the City Council may accept, in lieu of any or all of the required improvements, a performance bond pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*.

(D) Improvement Plans

Prior to approval of Final Plat, the subdivider shall file two copies with the City Engineer, and the City Engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the State.

(E) Security Agreements

i. For condominium project, the City Council may accept a security agreement in accordance with §16.07.020.E.8, *Performance Bonds and Security Agreements*, for any Design Review elements not completed on a case by case basis pursuant to §16.07.030.C.2.c(4)(A). Prior to Final Plat approval, the subdivider shall submit to the City a copy of the final bylaws and condominium declarations that shall be approved by the Council and filed with the Blaine County Recorder, including the instrument number(s) under which each document was recorded.

ii. For townhouse developments, the City Council may accept a security agreement in accordance with §16.07.020.E.8, *Performance Bonds and Security Agreements*, for any Design Review elements not completed on a case by case basis pursuant to §16.07.030.C.2.c(4)(A).

(F) Final Plat Copies

i. After approval by the City Council, the Administrator shall approve the Final Plat and affix the date of acceptance and their signature on such Final Plat mylar.

ii. A digital copy of the Final Plat as approved by the Council and signed by the City Clerk shall be filed with the Administrator and retained by the City. The applicant shall also provide the City with a digital copy of the recorded document with its assigned legal instrument number.

(G) Recordation

No Final Plat shall be filed with the County Recorder until the same has been acted upon by the Planning and Zoning Commission and approved by the City Council consistent with the respective procedures set forth herein for the subdivision of land, townhouses, condominiums, and lot line shifts. No lots or

parcels of land described by metes and bounds or otherwise shall be sold or offered for sale until a Final Plat has been recorded in the office of the Blaine County Recorder.

(H) Phased Development Projects

Phased development projects or portions of phased development projects that have not received Final Plat approval are subject to additional regulations of subsequently adopted or amended ordinances and statutes.

(I) Expiration of Approval

The Final Plat shall be filed with the Blaine County Recorder within 12 months after Final Plat approval by the Council. Failure to file such Final Plat within that time shall cause all approvals of such Final Plat to be null and void.

d. Review Criteria

In reviewing a Final Plat, the Administrator or Commission (if referred by the Administrator) shall determine the application demonstrates all of the following:

(1) The Final Plat conforms to the approved Preliminary Plat, including any conditions of approval;

(2) The development will substantially comply with all requirements of Idaho law and this Code including Chapter 16.06, Subdivision; and

(3) The development will comply with the applicable technical standards and specifications adopted by the City.

B. Minor Subdivision

1. Purpose

The purpose of a Minor Subdivision is to evaluate proposed subdivisions that will create four or fewer lots.

2. Applicability

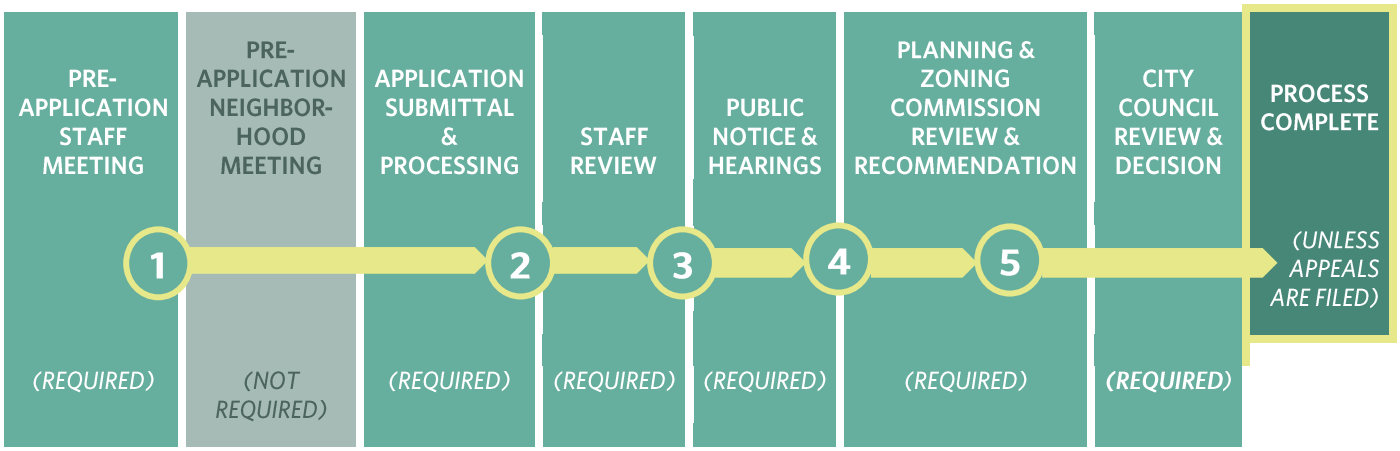
A Minor Subdivision is required for:

a. Subdivisions creating four or fewer lots;

b. Property created or converted pursuant to the Condominium Property Act, Idaho Code title 55, chapter 15, as amended, revised, or compiled; or

c. Real property subdivided into townhouse sublots.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice

(A) The Administrator shall provide written notice of an application to owners of property within 300 feet of the external boundaries of the land being considered. The notice shall inform adjacent property owners they may comment on the application during a period of not less than ten days after mailing of the notice and prior to final action on The application.

(B) When notice is required to 200 or more property owners or purchasers of record, alternate forms of procedures that would provide adequate notice may be used in lieu of mailed notice. Alternate forms of notice shall be per Idaho Code 67-6512 in effect at the time of notice.

(2) Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(A) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(B) Commission Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 and the review criteria below.

(C) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

4. Review Criteria

In reviewing a Minor Subdivision, the Planning and Zoning Commission and City Council shall determine whether the application:

a. Is consistent with the intent of the underlying zoning district;

b. Complies with applicable dimensional and development standards in this Code;

c. Will not result in adverse impacts to surrounding property;

d. Will not limit the City's ability to provide adequate and sufficient facilities or services; and

e. Complies with all other ordinances and plans and regulations adopted by the City, including the Comprehensive Plan and other long-range or special area planning documents.

C. Plat Amendment

1. Purpose

The purpose of a Plat Amendment is to provide an administrative review and approval process for amendments to previously recorded Final Plats in which the proposed amendments comply with applicable zoning regulations and do not impact surrounding properties, environmental resources, or public facilities. This procedure shall not be used to convey or create additional parcels or lots than originally existed.

2. Applicability

a. A Plat Amendment is required for the following minor adjustments to approved Final Plats:

(1) To correct an error in any course or distance shown on the plat;

(2) To show any course or distance that was omitted from the plat;

(3) To correct an error in the description of the real property shown on the plat;

(4) To indicate monuments set after the death, disability, or retirement from practice of the surveyor charged with the responsibility for setting monuments; or

(5) To show the proper location or character of any monument that has been changed in location or character, or that was originally shown at the wrong location or incorrectly as to its character;

(6) To correct any other type of map error or omission as approved by the Administrator, which does not affect any property right. Such errors and omissions may include, but are not limited to, parcel numbers, acreage, road names, and identification of adjacent record maps;

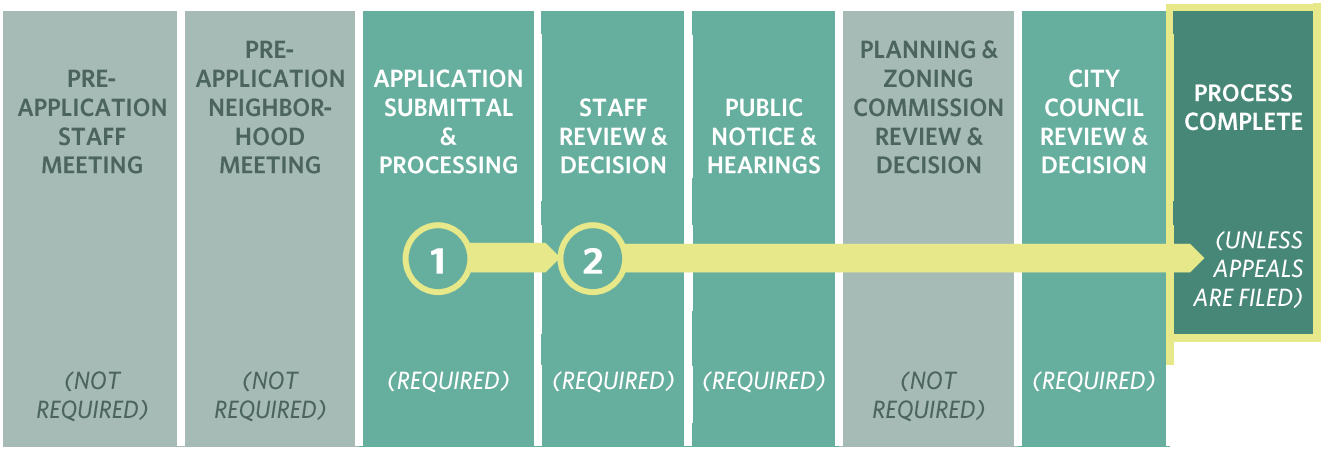
(7) To make modifications when there are changes in circumstances that make any or all of the conditions of the map no longer appropriate or necessary and the modifications do not impose any additional burden on the present fee owner of the

property and do not alter any right, title or interest in the real property reflected on the recorded map.

(8) A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and that does not consolidate lots or create additional lots or dwelling units.

b. Any requested change that exceeds the list of minor amendments above as determined by the Administrator shall be required to follow the same procedure required under this Code for submission of a Preliminary Plat and Final Plat application.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

(2) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 and the review criteria below.

4. Review Criteria

In reviewing a Plat Amendment, the City Council shall determine whether the application complies with the following criteria:

a. The minor Plat Amendment does not increase the number of lots or parcels or create new lots or parcels;

b. The minor Plat Amendment does not affect a recorded easement without approval of the easement holder;

c. Street locations will not be changed;

d. The Plat Amendment will not create any nonconformities or increase the degree of nonconformity of any existing structure, use, or development standards; and

e. The Plat Amendment shall comply with all other provisions of this section and other applicable provisions of the Code.

D. Subdivision Exception

1. Purpose

The purpose of a Subdivision Exception is to allow for modifications to the subdivision standards in Chapter 16.06.

2. Applicability

A Subdivision Exception is required to modify of any of the requirements of Chapter 16.06, *Subdivision.* A Subdivision Exception may be granted by the City Council on a case by case basis upon the recommendation of the commission.

3. Procedure

Subdivision Exceptions shall be filed, processed and considered with a Preliminary Plat application pursuant to §16.07.080.A.1.

4. Review Criteria

In reviewing a Subdivision Exception, the Planning and Zoning Commission and City Council shall consider whether:

a. There are special physical characteristics or conditions affecting the property in question where literal enforcement of Chapter 16.06, *Subdivision,* would result in undue hardship not the result of actions by the subdivider;

b. The exception would be detrimental to the public welfare, health, and safety, or injurious to property owners in the immediate area.

E. Vacations and Dedications

1. Purpose

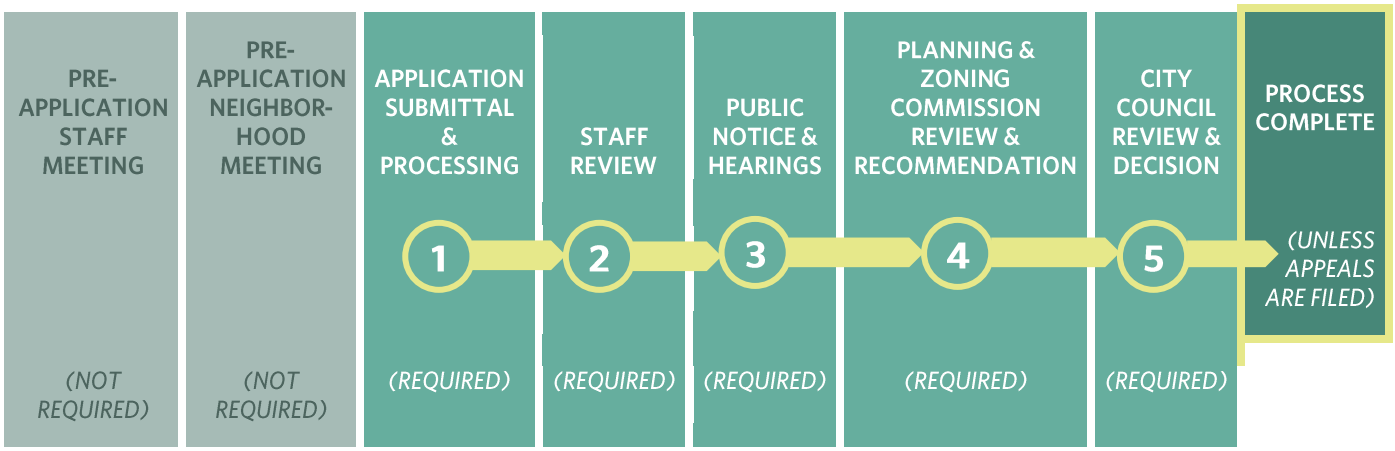
The purpose of Vacations and Dedications is to provide a mechanism for vacating rights, interests, or title of the City in and to any right-of-way located in the city or for the dedication of property, easements, and/or rights to the same.

2. Applicability

a. A Vacation or Dedication application is required for any request to vacate an existing public street, alley or easement right-of-way or dedicate a street or alley right-of-way.

b. The provisions of this section shall not apply to the widening of any street that is shown in the Comprehensive Plan or the dedication of nonvehicular easements to the City.

3. Procedure



a. Application Submittal and Processing

The application shall be submitted and accepted, and may be revised or withdrawn, pursuant to §16.07.020.C.

b. Review and Action: Public Hearing Approvals

The application shall be reviewed pursuant to the common review procedures for applications requiring a public hearing in §16.07.020.E. In addition:

(1) Public Notice and Public Hearing

The application shall be scheduled for at least one public hearing before the Planning and Zoning Commission and one hearing before the City Council and shall be noticed pursuant to Table 16-19: *Summary Table of Review Procedures* and §16.07.020.E.6.

c. Review and Decision

(1) Recommendation

The Planning and Zoning Commission shall review the application pursuant to §16.07.020.E.7 with the following modification:

(A) If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the Commission.

(2) Decision

The City Council shall review and approve, approve with conditions, or deny the application pursuant to §16.07.020.E.7 with the following modifications:

(A) When considering an application for dedication to the public of a street, alley, or easement right-of-way, the Council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication pursuant to §16.07.020.E.8, *Performance Bonds and Security Agreements*. To complete the acceptance of any dedication, the Council shall accept same by resolution or by approval of a final subdivision plat.

(B) Whenever the Council vacates an existing public street, the City shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such Vacation shall become effective upon delivery of such deed(s).

4. Review Criteria

The Planning and Zoning Commission shall review and recommend, and the City Council shall approve, approve with conditions, or deny the application based on the following criteria:

a. The Vacation or Dedication will not result in adverse impacts on public health, safety, or general welfare, or reduce the quality of public facilities or services;

b. The application does not restrict the access of any parcel in a manner that is unreasonable or economically prohibitive; and

c. For a Vacation, the application complies with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

16.07.090. Review and Decision-Making Bodies

A. City Council

The City Council shall have all powers granted by Title 2 of the Ketchum Municipal Code.

B. Planning and Zoning Commission

The Planning and Zoning Commission shall have all powers granted to it by Chapter 4.12 of the Ketchum Municipal Code.

C. Planning and Zoning Administrator

1. The Administrator shall have the responsibility for administering this Code and shall have the review and decision-making responsibilities listed in Table 16-19: Summary Table of Review Procedures and elsewhere in this Code.
2. The Administrator shall also coordinate other types of review not specifically addressed in this Code, but relevant to land use and governed by other parts of the Ketchum Municipal Code.

D. Floodplain Administrator

The Administrator shall serve as the Floodplain Administrator and shall perform the following duties:

1. Permit Review

a. Review of all applications for proposed construction within the city to determine whether such construction is proposed, in whole or in part, within the Floodplain Management Overlay District and/or the Waterways Review District.

b. Review all Floodplain Development Permit applications to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334; Idaho Fish and Game, Idaho

Department of Water Resources, Soil Conservation Service, Environmental Protection Agency, and U.S. Army Corps of Engineers. Such documentation shall be maintained on file with the Floodplain Development Permit.

c. Review all Floodplain Development Permit applications to determine that the proposed development meets the requirements of this section, and is reasonably safe from flooding.

d. For projects within the floodway, review applications to ensure the proposal does not cause adverse impacts, or that any adverse impacts are mitigated, as demonstrated by a no adverse impact statement provided by the applicant.

e. Prevent encroachments into floodways unless the no rise certification, no adverse impact, and flood hazard reduction provisions contained in this section are met.

f. Review plans to verify public utilities are constructed pursuant to the provisions of this section.

g. When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard area (SFHA) is above the base flood elevation (BFE), advise the property owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the Floodplain Development Permit file.

2. Inspections

a. Make on-site inspections of work in progress. As the work pursuant to a Floodplain Development Permit progresses, the Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

b. Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. The Administrator and each member of their inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

3. Stop-work for Violations in Progress and Permit Revocation

a. Work with the Building Official to issue stop-work orders as required. Whenever a building or part of a building is being constructed, reconstructed, altered, or repaired in violation of this section, the Building Official may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

b. Issue stop-work orders for unpermitted development in the floodplain that does not require a Building Permit. Examples include grading, filling, riparian zone alterations and stream bank stabilization and alteration.

c. Revoke Floodplain Development Permits as required. The Floodplain Administrator may revoke and require the return of the Floodplain Development Permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any Floodplain Development Permit mistakenly issued in violation of an applicable state or local law may also be revoked.

4. Coordination and Communication with Federal Agencies

a. Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

b. Notify, in riverine situations, adjacent communities and state and federal agencies pursuant to §16.07.090.D.7.

c. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator (FIA) of the changes by submitting technical or scientific data pursuant to this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

d. Upon occurrence, notify the Federal Insurance Administrator (FIA) in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FIRMs accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

e. The City will notify the State NFIP Coordinator of the Idaho Department of Water Resources of hearings scheduled to consider a Variance within the SFHA 15 calendar days prior to the date of the hearing

5. Use of Other Base Flood Data

a. When base flood elevation data has not been provided pursuant to §16.02.060.A.1.e, *Basis for Establishing the Areas of Special Flood Hazard and Floodway,* the Administrator shall obtain, review, and reasonably use any base flood elevation and floodway data available from a federal, state, or other source in order to administer §§16.02.060.A.1.g(2)(B), *Residential Construction*, 16.02.060.A.1.g(2)(C), *Nonresidential Construction*, and 16.02.060.A.1.j, *Standards for Floodways*.

b. When base flood elevation (BFE) data is provided but no floodway data has been provided pursuant to the provisions of this section, require that no new construction, substantial improvements, or other development (including fill) shall be permitted unless it is demonstrated that the cumulative effect of the proposed development, when

combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

6. Records and Information to be Obtained and Maintained

a. Permanently maintain all records that pertain to the administration of this section and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

b. Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted pursuant to the provisions of §16.02.060.A.1.c, *Establishment of the Floodplain Overlay District,* including any subsequent revisions including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of Ketchum's mapping needs.

c. Obtain and maintain actual elevation (in relation to mean sea level) of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures.

d. Where base flood elevation data is provided through the flood insurance study or required as in §16.07.090.D.5, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

e. For all new or substantially improved floodproofed structures:

(1) Verify and record the actual elevation (in relation to mean sea level); and

(2) Maintain the floodproofing certifications as required by this article.

f. Maintain in perpetuity records on all permits and Appeals and report all Variances to Federal Insurance Administration.

7. Stream Alterations

a. Notify adjacent communities and all state agencies with jurisdiction over the special flood hazard areas identified in §16.07.090.D.5, *Use of Other Base Flood Data* and/or with jurisdiction over the corresponding watercourse, river, stream or tributaries prior to any alteration or riprapping, or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

b. Notify adjacent communities and the Idaho Department of Water Resources State Coordinator for the National Flood Insurance Program (NFIP) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administrator (FIA).

c. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.

8. Interpretation of FIRM Boundaries

Make interpretations where needed as to the exact location of the boundaries of the areas of special hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in.

Chapter 16.08 Rules of Interpretation and Definitions

16.08.010. Rules of Interpretation

A. The particular controls the general.

B. In case of any difference of meaning or implication between the text of this Code and the captions for each section, the text shall control.

C. The word "shall" is always mandatory and not directory. The word "may" is permissive and indicates the use of discretion in making the decision.

D. Words used in the present tense include the future, unless the context clearly indicates to the contrary.

E. Words used in the singular number include the plural, and words used in the plural number include the singular, unless the context clearly indicates to the contrary.

F. A "building" or "structure" includes any part. A "building or other structure" includes all other structures of every kind, regardless of similarity to buildings.

G. The phrase "used for" includes "arranged for", "designed for", "maintained for", and "occupied for".

H. When measurements result in fractions, any fraction equal to or greater than one-half shall be rounded up to the next highest whole number.

16.08.020. Terms Defined

A

AASHO
American Association of State Highway Officials.

Abutting
Bordering or touching, such as sharing a common lot line. Lots that are separated by a private street or public right-of-way are not abutting.

Accessory Building and Use
A subordinate use of a building, other structure or tract of land, or subordinate building or other structure:

1. That is clearly incidental to the use of principal building, other structure, or use of land;
2. That is customary in connection with the principal building, other structure, or use of land; and
3. That is ordinarily located on the same lot with the principal building, other structure, or use of land.

Acoustical Engineer
A professional engineer with demonstrated education, accreditation and experience to perform and certify noise measurements

Adjacent
Properties that are separated only by intervening rights-of-way, easements, or waterways.

Adjoining and Contiguous
Properties that share a common boundary.

Administrator
The Planning and Zoning Administrator of the City of Ketchum, Idaho, or their designee.

Adult Only Business
A premises where minors are excluded by virtue of their age as a prevailing business practice or as required by law and that stock in trade and offers for sale, trade or rent of products are characterized by an emphasis upon the depiction or description of sexual activities or exposed anatomical areas or for use in connection with sexual activities or exposed anatomical areas; or that displays any images emphasizing the depiction or description of sexual activities; or that features live performances that are characterized by sexual activities or the exposure of anatomical areas; or that features films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by sexual activities or exposure of anatomical areas; or where employees engage in sexual activities or the display or exposure of anatomical areas.

Adverse Impact
An adverse impact with respect to floodplain development includes impacts that cause damage to property, threaten public safety and health, or cause loss of natural floodplain functions. These can be caused by increases in flood stages or elevations, increases in flood velocity, increases in flow rates, decreases in conveyance areas, decreases in flood storage, increased potential for erosion and sedimentation, or degradation of water quality. Development within the regulatory floodway and all other waterways, whether within the SFHA or not, shall be required to certify by a registered professional engineer that the development does not adversely affect flood risks for other properties as measured by increased flood stages, increased flood velocity, increased flows, increased potential for erosion and sedimentation, or any other impact deemed important or as specified by the City, unless the impact is mitigated. This certification shall employ industry standards for hydraulic and hydrological analysis to determine no adverse impact and all data shall be provided in hard copy and digitally for review and corroboration by the City's Engineer or any governmental review agency acceptable to the City.

Agriculture, Commercial
The growing of cultivated crops or raising of livestock, including grazing, pasturage, horticulture, floriculture, viticulture, nurseries, fruit trees, and berry bushes, and the necessary accessory uses for packing, treating, or storing the produce, but not including wholesale packing establishments or slaughterhouses.

Agriculture, Urban
The production of vegetables, fruits, honey, and eggs by residents for personal consumption and may include production by members of a neighborhood or by a nonprofit organization on one or more vacant lots for personal consumption or for the off-site sale of small quantities.

Agriculture Use
The growing of timber or crops, including grazing, horticulture, floriculture, nurseries, and fruit trees, together with necessary accessory uses for processing, packing, treating or storage, and shall not include feedlots, slaughterhouses, rendering plants or sawmills.

Alley
A minor public right-of-way, between 20 and 30 feet wide, that provides vehicle access to the rear or side of a parcel that has front and/or side access to another street and is not intended for general traffic circulation.

Antenna
Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves including equipment attached to a tower or building for the purpose of providing personal wireless services. Antennas include the following types:

1. Omnidirectional (or "whip") antenna: Receives and transmits signals in a 360-degree pattern, and that is up to 15 feet in height and up to four inches in diameter.
2. Directional (or "panel") antenna: Receives and transmits signals in a directional pattern typically encompassing an arc of 120 degrees.
3. Parabolic (or "dish") antenna: A bowl shaped device that receives and transmits signals in a specific directional pattern.
4. Ancillary antenna: An antenna that is less than 12 inches in its largest dimension and that is not directly used to provide personal wireless communication services. An example would be a global positioning satellite antenna (GPS).
5. Other: All other transmitting or receiving equipment not specifically described in this chapter that most closely resembles such equipment.

Apartment
A multiple-family dwelling containing three or more dwelling units in which all units, exclusive of a unit that may be occupied by the owner or caretaker, are rented or leased.

Apiary
Any place where one or more colonies of honeybees are located and the honeybees are kept within hive(s).

Area of Shallow Flooding
A designated AO, AH, AR/AO, or AR/AH zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area Light
Light that produces over 1,800 lumens (see addendum 1, on file in the Planning and Building Department, for light output of various lamps). Area lights include, but are not limited to, streetlights, parking lot lights and yard lights.

As Built Drawings
Plans and specifications, certified by the subdivider's engineer, depicting the location, type and details of improvements installed by the subdivider. "As constructed drawings" and "as built drawings" are synonymous.

Assisted Living Facility
See definition of residential care facility.

ASTM
American standard testing methods.

Average Foot-Candle
The level of light measured at an average point of illumination between the brightest and darkest areas. The measurement can be made at the ground surface or at four to five feet above the ground.

Awning
A covered architectural projection that extends from the exterior wall of a building for the purpose of providing shade, shelter, or aesthetic value to the building facade.

B

Balcony
An outdoor living space located on an upper floor of a building that is partially enclosed by a railing or other safety barrier.

Ballast
A device used with a discharge lamp to obtain the necessary voltage, current, and/or wave form for starting and operating the lamp.

Bar/Lounge
The use of a site primarily for the sale or dispensing of liquor by the drink or glass, but not including restaurants with a wine and beer license where the principal business is serving food. The use includes, but is not limited to, bar, brewery, lounge, saloon, and tavern.

Base Flood
The flood having one percent chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood, the regulatory flood, or the intermediate regional flood (IRF).

Base Flood Elevation (BFE)
A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a special flood hazard area, it may be obtained from engineering studies available from a federal, state, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the freeboard, establishes the flood protection elevation.

Basement
That portion of a building that is partly or wholly below finished grade, regardless of whether the interior space is finished or unfinished. The City shall establish finished grade within the right-of-way of the alley and at the back of the sidewalk (see illustration A on file in the office of the City Clerk).

For purposes of floodplain review, any area of a building having its floor subgrade (below ground level) on all sides. A crawl space that is not built to the specifications of §16.02.060.A.1.g(1)(B)iii is not considered a basement.

Bay Window
A window and related structure that extends outward from an exterior building wall and thereby forms an alcove in the adjoining interior space.

Beacon
Any light with one or more beams directed at the sky or at points not on the same lot as the source and also any light with one or more beams that move.

Bed and Breakfast
See definition of tourist house.

Blaine County Area Median Income (AMI)
The income categories provided on an annual basis by the U.S. Department of Housing and Urban Development. The AMI is the category that represents households making 100 percent of the AMI. These figures are compiled and distributed by the Idaho Housing and Finance Association (IHFA).

Block
A group of lots within a defined or fixed boundary, generally surrounded by public streets, not including alleys, or a boundary line of a subdivision that has been legally surveyed.

Board
The Blaine County Board of County Commissioners.

Boarding and Rooming House
A building in which the proprietor resides and that has no more than six rooms available for lease or rent for residential occupancy.

Brewpub
An eating and drinking establishment that produces a maximum of 2,000 barrels of beer annually.

Build-to line (BTL)
The line that is parallel to the property line, along which the facade of the building shall be built.

Building
1. Any permanent structure built for the shelter or enclosure of persons, animals, chattels, or property of any kind, that:
    a. Is permanently affixed to the land; and
    b. Has one or more floors and a roof.
2. Any above grade appendages to the building, such as decks, roof overhangs, porte-cocheres, and the like, are part of the building for purposes of determining building coverage, setbacks, or other regulations unless otherwise specified.

Building Coverage
The total square footage of the building foundation and all horizontal projections that constitute a "building" as defined in this section, but not including roof overhangs that are three feet or less or uncovered decks less than 30 inches above grade. Garages and guest homes shall be included in

building coverage. The lot area used to determine building coverage shall be that area landward side of the mean high water mark on the Big Wood River, Trail Creek, and Warm Springs Creek.

Building Depth
The distance between the front facade of the building and the rear facade of the building.

Building Envelope
The site for location of a building, as defined in this section, delineated on a Preliminary Plat and Final Plat.

Building Footprint
The area of the lot or parcel that is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building.

Building Frontage
The side of the building that faces the front property line of the parcel.

Building Height
1. In the CC District, the overall building height is based on measurements taken at the front and rear property lines. The allowable building height of each property line is calculated by determining the average elevation of the property line and drawing a vertical line up to the maximum building height allowed by the zoning district. The following limitations apply to structures built between the front and rear allowable building height:
    a. The front façade of the building shall not extend above the front allowable building height.
    b. The rear façade of the building shall not extend above the rear allowable building height.
    c. Multiple "steps" (changes in building height) are allowed, except that no step shall occur within 40 feet of the front property line nor within 35 feet of the rear property line.

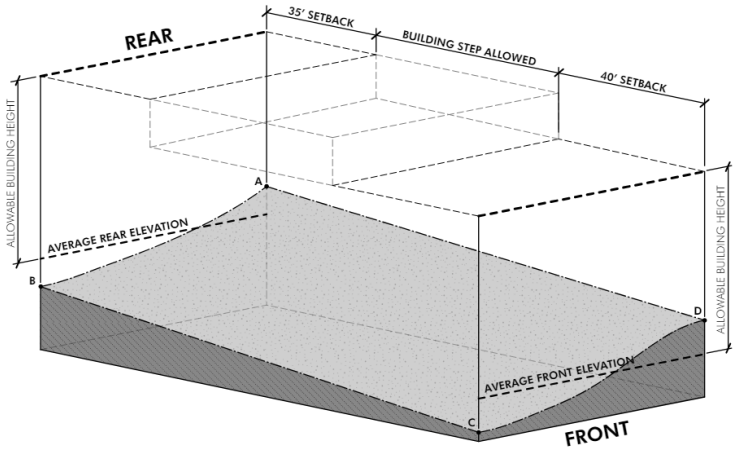


Figure 08-1: CC District Building Height Calculation

2. In the Industrial Districts, building height shall be the greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof, except where expressly exempted by Chapter 16.02, Zoning Districts. Building heights in LI districts are subject to the qualifying ground floor heights and residential standards contained in Chapter 16.02, Zoning Districts.

3. In all other Districts:
    a. Building height shall be the greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet greater than the maximum height permitted in the zoning district. No facade shall be greater than the maximum height permitted in the zoning district.
    b. Facades that step up or down hillsides shall be set back from the lower facade a minimum of 50 percent of the height of the lower facade; except, that roof overhangs may extend up to three feet into this area. This building height provision shall apply to parapets, Boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas, or chimneys.

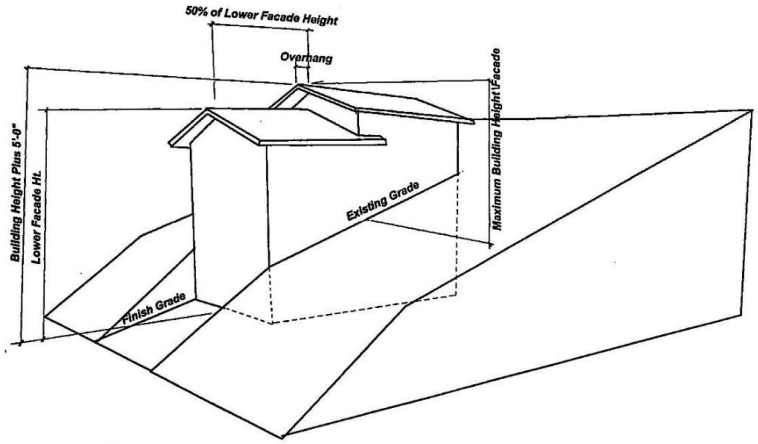


Figure 08-2: Building Height Calculation

Building Identification
A sign that identifies the name of the building only. If the name of any occupant of the building is the same as the building name, the size is included in the total for that business. Building identification signs are limited to one sign per building.

Building Official
The City of Ketchum Building Official, or their designee.

Building Permit
An official document or certificate issued by the Building Official authorizing performance of a specified activity.

Building Width
The distance from one side of the building's frontage to the other side of the building frontage.

Building Zone
The portion of the lot that is available for occupation by a building.

Bulb
The source of electric light, to be distinguished from the whole assembly (see definition of luminaire).

Bulb Out
An extension of the sidewalk into the parking lane at intersection and midblock crosswalks. Bulb outs reduce the length of pedestrian crossings and help to slow vehicle traffic.

Bulk
The size and mutual relationships of buildings and other structures and, therefore, includes:

1. The size of buildings and other structures;
2. The shape of buildings and other structures;
3. The location of exterior walls of buildings and other structures in relation to area of a lot, to the centerline of streets, to other walls of the same building, and to other buildings or structures; and
4. All open spaces relating to a building or a structure.

Business Support Service
The use of land for the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office and service establishments. Uses include: office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, or information technology support services.

C

Candela (cd)
Unit of luminous intensity.

Carrier
A company that provides wireless services.

Cemetery
The use of land for the interment of human or animal remains. The sprinkling of ashes or their burial in a biodegradable container on church grounds or their placement in a columbarium on church property shall not constitute the creation of a cemetery.

Channel
A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water.

Child
Any person under 12 years of age.

City
The City of Ketchum, Idaho.

City Engineer
Engineer or engineering firm designated by the City of Ketchum to review and approve construction plans and inspect and test completed work.

Cleaning (Irrigation)
Mowing, cutting, or burning of weeds, trees, and other nuisance growth, including algae growth, application of pesticides as permitted, removal of beaver dams, and removal of trash or other debris

whether floating, lodged or otherwise obstructing the conveyance of water flow through channels and works.

Clerk
The City Clerk of the City of Ketchum, Idaho.

Colonnade
A covered, open air walkway that is attached to a building and has an overhead structure (roof, balcony, or enclosed habitable space) that is supported by columns or arches.

Commercial Off-Site Snow Storage
The storage of snow that has been removed from one or more privately owned lots and relocated off-site to a different lot in the Community Core (CC), Tourist (T), and/or Light Industrial (LI-1, LI-2, LI-3) districts. This definition does not distinguish whether or not the sending and receiving lots are held under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

Commercial Studio
Work space within an enclosed structure for artists and artisans, including individuals practicing, teaching, or demonstrating in one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed. A commercial studio may hold occasional events solely and exclusively in connection with the permitted uses conducted by the commercial studio. The events shall be subordinate in nature to the commercial studio and subject to the standards of §16.03.030.C.10.

Commission
The City of Ketchum Planning and Zoning Commission.

Common Area
The area of a building used by tenants and their guests for circulation, gathering, seating and other subordinate uses that are incidental and accessory to the principal uses and functions of the building.

Community Housing
For the purpose of Planned Unit Developments, that portion of housing that meets the following minimum requirements:

1. Affordability requirements for ownership and rental units:
    a. "Ownership community or employee housing unit" means that a unit's selling price shall not exceed the maximum sales prices set forth in part IV, section 2 of the 1997 Ketchum Affordable Housing Guidelines (housing guidelines) or any subsequent amendments. The costs of an ownership unit include mortgage, principal and interest payments, insurance costs and property taxes. Income categories 1 through 4, included in the housing guidelines, shall be considered appropriate categories for the provision of community or employee housing.
    b. "Rental community or employee housing unit" means no more than 30 percent of a household's gross monthly income shall go toward housing costs. For a rental dwelling unit, housing costs include a utility allowance (telephone excluded) and monthly rental payments. To be considered affordable, rental units should be made available and priced for households making 60 percent or less of the Blaine County AMI.

2. Community housing units must be deed restricted to ensure appropriate income levels served, corresponding sales prices and long term affordability.

Community Housing or Workforce Housing
Dwelling units, for sale or rent, restricted typically via deed restriction by size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City.

Comprehensive Plan
The officially adopted Comprehensive Plan of the City of Ketchum, Idaho.

Conditional Use
A use or structure permitted only upon the issuance of a Conditional Use Permit pursuant to the provisions of §16.07.030.A.

Condominium
An estate consisting of an undivided interest in common in real property, in an interest or interests in real property, or any combination, together with a separate estate in real property in an interest or interests in real property, or any combination of the listed interests.

Consolidation
The action or process of combining more than one lot or unit into a single lot or unit.

Construction Material Laydown Yard
A site identified and approved as part of a construction activity plan or other City-issued permit for a specific construction project. Construction material laydown yards are intended to be used on an intermittent basis in association with a singular, permitted development project.

Contractor
The individual, firm or corporation undertaking execution of construction work including the work of digging, trenching, or excavating in the City streets or alleys.

Convenience Store
A retail store with a floor area of less than 1,500 square feet that sells groceries and small convenience items. Convenience stores provide no motor vehicle service of any kind.

Copy
Any graphic, letter, numeral, symbol, insignia, text, sample, model, device, or combination of those elements that is intended to advertise, identify, or notify.

Cornice
A horizontal molded projection that crowns or completes a building facade. The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Courtyard
An outdoor room created by at least three sides of a building or several buildings, generally at the building scale, that is open to the sky.

Courtyard, Sunken
A courtyard below the grade of the ground floor.

Council
The City Council of the City of Ketchum, Idaho.

County Recorder
The office of the Blaine County Recorder, Hailey, Idaho.

Covenant, Private
A written promise, covenant, restriction, or rule imposed upon land by the property owners or land developers that are private in nature and enforced accordingly. Such covenants do not replace or impair the validity of the restrictions or regulations imposed by this Code or any other applicable ordinance of the City or governmental entity having jurisdiction.

Craft/Cottage Industry
A facility devoted solely to the arts and crafts that produces or makes items that by their nature are designed or made by an artist or craftsman by using hand skills.

Crawl Space
The unfinished area of a structure, enclosed by foundation walls, between the ground below and the floor system above. A crawl space is generally under four feet in height and unfinished. A crawl space built to the specifications of §16.02.060.A.1.g(1)(B)iii is not considered a basement. (See Figure 02-1: *Preferred Crawl Space Construction*).

Crawl Space, Below Grade
A crawl space where the ground level in the enclosed space is below the lowest adjacent grade next to the building. (See Figure 02-2: *Below Grade Crawl Space Construction*).

Critical Facility
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, or installations that produce, use, or store hazardous materials or hazardous waste.

Cultural Facility
An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to, museums, libraries, or art galleries.

D

Daycare Business
The care and supervision, provided for compensation, during part of a day, for a child or children not related by blood or marriage to the owner of the daycare business, in a place other than the child's own home. This term includes preschools, nursery schools, play schools, kindercare and any like or similar operation. Daycare businesses are categorized as "centers", "facilities" or "homes", as defined in this section, according to Idaho Health and Welfare Regulations.

Daycare Center
A daycare business providing care for 13 or more children on the premises at any one time. A daycare center is required to be licensed by the Idaho Department of Health and Welfare.

Daycare Facility
A daycare business providing care for no more than 12 children on the premises at any one time and having not more than four employees. A daycare facility is required by state law to have a fire inspection.

Daycare Home
A daycare business providing care for six or fewer children on the premises at any one time, having not more than one employee in addition to the operator, and operating between the hours of 7:00 a.m. and 6:00 p.m. A daycare home is required by the City to have a basic fire inspection.

Daycare, Onsite Employee
Child care programs that occur in facilities where parents are on the premises.

Deck
A roofless exterior floor structure attached to or supported by an adjacent structure and/or posts, piers, or other independent supports.

Dedication
The setting apart of land, or interest in land, for use by the public. Land becomes dedicated when accepted by the City Council as a public dedication by ordinance, resolution, or by approval and acceptance on a Final Plat.

Density
A unit of measurement; the number of units or square footage of dwelling units per land area.

Design Guideline
A design recommendation that is intended to further define the desired image and character of development.

Design Regulation
A minimum or baseline design standard for the design of development.

Developer
The individual, firm or corporation undertaking development of the land and responsibility for preparation of plat, construction plans and specifications.

Development
Any man-made change to improved or unimproved land, including subdivision, construction activity, alteration of the landscape (except for routine pruning and maintenance of riparian vegetation to benefit the health of the vegetation), its terrain contour or vegetation, including any construction of structures, establishment of a land use, alteration of an existing structure or land use, mining, dredging, filling, grading, paving, excavation or drilling operations, streambank stabilization, placement of manufactured or mobile homes, construction of fences, hedges, berms, walls, or storage of equipment or materials on a temporary or permanent basis.

Development Activity
For the purpose of floodplain management, development activity is development as defined in this Code that will require a Floodplain Development Permit.

Development Plan
A master plan for development of a Planned Unit Development (PUD) or a phased project establishing location of required improvements and all existing and proposed structures, together with a schedule for development.

Development Specifications
Regulations and standards that apply to specific types of developments or buildings within a zoning district. Development specifications address issues of site design, building mass and height, facade design, and use of buildings and outdoor space.

Development Standards
Criteria or specifications detailing the design, layout, architectural style, scale, or other measurement/description of development.

Dormer
A framed window unit projecting through the sloping plane of a roof thereby forming an alcove in the adjoining interior space. A dormer has its own roof, which is usually a gable or hip.

Double Frontage Lot
A double frontage lot is a through lot or "reverse frontage" lot, other than a corner lot, where vehicular access is restricted to the abutting thoroughfare, and where lots have vehicular access provided by an interior public or private street.

Downspouts
A pipe for draining water from roofs and roof gutters.

Drive-Through Facility
A facility that by design, physical facilities, service, or packaging procedures, encourages or permits customers to transact business or receive services or goods while remaining in their motor vehicles.

Drive-Through Window
Any portion of a structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle.

Driveway
A nondedicated vehicular access constructed on private property that provides vehicular and/or pedestrian access to not more than four dwelling units (excluding accessory dwelling units) and is constructed in conformance with the applicable International Fire Code.

Dwelling
A building or separate portion containing a single kitchen and not less than one bathroom, to be occupied as a unit by a person or family exclusively for residential occupancy and not for short term occupancy or timeshare occupancy.

Dwelling, Multiple-Family
A building, under single or multiple ownership, containing two or more dwelling units used for residential occupancy.

Dwelling, One-Family
A detached building containing a single dwelling unit used by one family for residential occupancy, having not less than one bathroom.

Dwelling Unit
One or more rooms including at least one bathroom and kitchen, designed for or occupied as a unit by one person or family for living purposes and located in a one-family or multiple- family dwelling.

Dwelling Unit, Accessory
An attached or detached dwelling that is accessory in nature to a principal residential unit and cannot be sold separately from the principal residence. An accessory dwelling unit provides complete, independent living facilities with a separate dwelling entrance for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation, on the same lot as the principal residence. Accessory dwelling units are provided in conjunction with one-family dwelling units and are not to be constructed as an addition to a multiple-family unit.

E

EIA
The Electronic Industries Association.

Easement
A property interest (less than fee simple estate) that one person has in land owned by another, entitling the owner of their interest to limited use or enjoyment of the other's land, such as for a driveway, utility lines or similar.

Eaves
The horizontal, lower edge of a sloped roof.

Effective Date of Applicable Regulations
The effective date of the first pertinent ordinance ever adopted by the City. "Pertinent ordinance" means, for example, with respect to a nonconforming use, the first ordinance that ever prohibited that use on that land, that ordinance (and its successors) have continued in effect to the time as of which the legality of the use needs to be determined.

Eighty-Five Degree Full Cutoff Type Fixtures
Fixtures that do not allow light to escape above an 85-degree angle measured from a vertical line from the center of the lamp extended to the ground.

Electric Vehicle Charging Station
A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

Employees
The average number of persons to be employed in a building.

Enclosed
An area surrounded on at least three sides by walls and on top by a roof or similar covering.

Engineer
An officially licensed and registered engineer by the State of Idaho.

Equestrian Facility, Commercial
An establishment operated for purposes of commercial boarding, training, teaching, breeding, and rental of horses including facilities for shows and competitive events.

Equestrian Facility, Residential
A facility used for or associated with housing horses that are owned by the residents residing on the property.

Equipment Enclosure
A small enclosed structure, shelter, cabinet, box, or vault at the base of the support system that houses batteries and electrical equipment.

Event
A planned, public, social gathering or activity.

Excavation/Construction Permit
A permit for excavation within the public right-of-way. Forms are available from the Ketchum building inspector.

Existing Lighting
Any and all lighting installed prior to the Effective Date.

Exterior Lighting
Temporary or permanent lighting that is installed, located, or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting for the intent of §16.04.090, *Dark Skies*.

F

FAA
The Federal Aviation Administration.

FCC
The Federal Communications Commission.

Façade
The exposed exterior wall of a building, including measurement to the highest point of a roof, as shown in illustration B on file in the office of the City Clerk.

Facade Attached Antenna
Any antenna directly attached or affixed to the elevation of a building, tank, tower, or other structure.

Fallout Shelter
An accessory building and use specifically designed for the protection of life from radioactive fallout.

Family
A group of individuals not necessarily related by blood, marriage, adoption or guardianship living together in a dwelling unit as a single housekeeping unit.

Fascia
A flat vertical board used to conceal the ends of roof rafters or to enclose the overhang under the eaves.

Fence
A hedge, structure, or partition, erected for the purpose of enclosing a piece of land, or to divide a piece of land into distinct portions, or to separate two contiguous properties.

Fertilizer
Any substance containing one (or more) recognized plant nutrient that is used for its plant nutrient content and that is designed for use or claimed to have value in promoting plant growth, and includes limes and gypsum. It does not include unmanipulated animal manure and vegetable organic waste derived material, or biosolids regulated under 40 CFR part 503.

Fiber Cement Siding
Siding that is designed to resemble stucco, wood clapboards, or cedar shingles, depending on how the panels are textured. Fiber cement is more durable than wood or stucco, and is also fire resistant.

Finished Floor Elevation
The elevation of the first habitable floor of a structure.

Fixture
The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

Flag Lot
A flag lot is an irregularly shaped building lot or parcel that has a very limited amount of street or road frontage.

Flood or Flooding
1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of inland or tidal waters.
    b. The unusual and rapid accumulation or runoff of surface waters from any source.
    c. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in paragraph a.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as defined in paragraph a.1. of this definition.

Flood Damage Resistant Material
Any building material capable of withstanding direct and prolonged contact with floodwaters (minimum 72 hours) without sustaining significant damage (i.e., damage requiring more than cleaning, sanitizing or resurfacing). Refer to federal emergency management agency (FEMA) technical bulletin 2-2008, flood damage resistant materials for more information.

Flood Insurance Rate Map (FIRM)
The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

Flood Insurance Study (FIS)
An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood of 100-Year Frequency
A flood magnitude that has a one percent chance of being equaled or exceeded in any given year.

Flood Protection Elevation (FPE)
The base flood elevation plus the freeboard.

1. In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two feet of freeboard; and
2. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

Flood Protection System
Those physical structural works for which funds have been authorized, appropriated, and expended and that have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodlight
Light that produces up to 1,800 lumens (see addendum 1, attached to ordinance 743, for light output of various lamps) and is designed to flood a well-defined area with light. Generally, floodlights produce from 1,000 to 1,800 lumens.

Floodplain
The relatively flat area or low land adjoining the channel of a stream of a river, stream, lake, or other body of water that is subject to the hazards and inundation on a 100-year frequency, as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. Department of Housing and Urban Development in conjunction with the U.S. Army Corps of Engineers.

Floodplain or Flood-Prone Area
Any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain Administrator
The individual appointed to administer and enforce the floodplain management regulations.

Floodplain Management
The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations
Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination, that provide standards for the purpose of flood damage prevention and reduction.

Floodplain, Regulatory
A relatively flat area or low land adjoining the channel of a river, stream or watercourse or lake or other body of standing water, that has been or may be covered by water of a flood of 100-year frequency. The floodplain includes the channel floodway and floodway fringe.

Floodproofing
Any combination of structural and nonstructural additions, changes or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway
The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot, as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. Department of Housing and Urban Development in conjunction with the U.S. Army Corps of Engineers. No building construction shall be permitted in the floodway.

Floodway, Designated
A floodway whose limits have been designated and established.

Floodway Encroachment Lines
The lines limiting a designated floodway.

Floor Area, Gross
The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.

Floor Area Increase
The gross and net floor area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be a public benefit.

Floor Area, Net
The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms, or storage areas in basements.

Floor Area Ratio or FAR
The product of the floor area divided by the lot area (example 2,750 square feet floor area/5,500 square feet lot area = 0.5 FAR).

Flux (Radiant Flux)
Unit is erg/sec or watts.

Food Service
An establishment where food and drink are prepared, served, and consumed on site with associated outdoor dining, or distributed to customers through take out, delivery or catering. Typical uses include, but are not limited to restaurants, cafes, delis, catering services, and brewpubs that do not distribute beer produced for off-site consumption.

Foot-candle
Illuminance produced on a surface one foot from a uniform point source of one candela, measured by a light meter.

Free and Clear Zone
A portion of a sidewalk that is unobstructed and allows for the free flow of pedestrian traffic.

Freeboard
A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The base flood elevation (BFE) plus the freeboard establishes the flood protection elevation (FPE). Freeboard shall be two feet.

Freestanding Tower
A tower not physically attached to a building or structure. The tower is attached to the ground by a foundation.

Full Cutoff Fixtures
Fixtures, as installed, that are designed or shielded in such a manner that all light rays emitted by the fixture, either directly from the lamps or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted (see Figure 04-2: Full Cutoff Light Fixture Examples).

Fully Automated WCF
No on site personnel required for the daily operation of the WCF.

Functionally Dependent Use
A facility that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

G

Glare
Intense light that results in discomfort and/or a reduction of visual performance and visibility.

Golf Course
A tract of land for playing golf, improved with tees, greens, fairways, hazards, and that may include clubhouses and shelters.

Governing Body
The board or council composed of elected officials of the county or City having jurisdiction.

Governing Housing Authority
The entity having jurisdiction over the development of guidelines and the management of community housing units within the city as authorized by the City Council.

Grade (Adjacent Ground Elevation)
The lowest point of elevation of the finished surface of ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, Existing
The elevation of the ground surface at the time of a proposed development.

Grade, Finished
The final elevation of the ground surface after development. For purposes of measuring building height, finished grade shall be the lowest exposed point of the building.

Grade, Natural
The elevation of the ground surface in its natural state prior to any site excavation, grading, or filling.

Greenhouse
A building or structure constructed chiefly of glass, glasslike or translucent material, cloth, or lath, that is devoted to the protection or cultivation of flowers or other tender plants.

Grocery Store
A facility, over 1,500 square feet in size, that is primarily used for the retail sale of household foodstuffs for off-site consumption, including any combination of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, baked foods, prepared foods, and beverages. A grocery store may include the sale of other household supplies and products, but only if accessory to the primary purpose of food sales.

Ground Floor
The floor of a building that is at or nearest to the level of the ground around the building; also referred to as first floor or ground level.

Guesthouse
A living unit consisting of a minimum of 400 square feet and not exceeding 600 square feet and containing no kitchen facilities that is located on a lot in conjunction with a single-family dwelling.

Guestroom
A room designed or used for short term occupancy that does not contain a kitchen.

Gutter
A channel along the eaves or on the roof; collects and carries away rainwater.

Guywire
Diagonal cables used to tie towers to the ground or other surfaces.

H

Habitable Floor
Any floor usable for living purposes, that includes working, sleeping, eating, cooking or recreation, or a combination of those purposes. A floor used only for garage, storage or access purposes is not a "habitable floor".

Health and Fitness Facility—Wellness Focus
A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, with a focus on wellness and characterized by low-impact movements and/or lack of mechanized equipment, including, but not limited to, yoga and Pilates studios, dance studios, gymnasiums, personal training studios, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

HEC-RAS (Hydrologic Engineering Center-River Analysis System)
A computer program for modeling water flowing through systems of open channels and computing water surface profiles.

Highest Adjacent Grade (HAG)
The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. Refer to the FEMA Elevation Certificate for HAG related to building elevation information.

Highway
A street designed or designated as a highway by the state or federal agency responsible.

Hive
A frame hive, including a Langstroth hive, that has removable frames.

Holiday Lighting
Festoon type lights, limited to small individual bulbs on a string, where the spacing of bulbs is not closer than three inches and where the output per bulb is no greater than 15 lumens.

Home Occupation
A business related activity conducted entirely within a dwelling that is incidental and accessory to the use of a dwelling as a residence and does not negatively impact the surrounding neighborhood.

Honeybee
The common honeybee. Apis mellifera L., at any stage of maturity, but excluding the African honeybee, Apis mellifera scutellata. Honeybees include queens, workers, and drones.

Horizontal Expression Line
A horizontal row, usually of brick or stone, flush with or projecting beyond the face of a building, often molded to mark a division in the wall; also referred to as a belt course or string course.

Hospital
An institution providing health services primarily for human inpatient, medical and/or surgical care for the sick or injured, and including the related facilities such as laboratories, outpatient departments, training facilities, central service facilities, and staff offices that are an integral part of the facilities.

Hotel
A building designed and used for overnight occupancy by the general public on a short term basis for a fee. Hotels shall include adequate on site food and beverage service with kitchen facilities, common reservation and cleaning services, meeting room space, combined utilities, on site management and reception services, access to all sleeping rooms through an inside lobby supervised by a person in charge no less than 18 hours per day, and adequate on site recreational facilities. Unless otherwise approved by the City Council, occupancy periods of a hotel by any one person or entity with an ownership interest in the hotel shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. A hotel room that includes cooking facilities shall not be considered a dwelling for the purposes of density, area and bulk regulations of this Code and other land use regulations. For the purposes of granting height and density bonuses, a hotel building may contain other residential uses not used in connection with the hotel operation, so long as the total gross square footage of the hotel rooms, associated common areas, and other hotel uses outlined above comprises 75 percent or more of the entire project's gross square footage. Parking that meets the definition of "gross floor area" shall not be counted toward the 75 percent calculation.

Household Pets
Domestic household animals including, but not limited to, dogs and cats that are kept on or within any portion of the property.

Hybrid Production Facility
A commercial operation or use, on one or more premises within the same zoning district, where finished consumer goods are manufactured or produced and those same goods are offered for sale to the general public. Hybrid production facilities must be similar in size, scale, and scope of operation with adjacent or nearby uses.

I

Illuminance
Density of luminous flux incident on a surface. Unit is foot-candle or lux.

Illuminating Engineering Society of North America (IES or IESNA)
The professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

Improvements
Any alteration to the land or construction associated with the construction or installation of streets, easements, drainage facilities, curbs, gutters, sidewalks, water system, sewage system, storm sewers, gas, electric or telephone lines, lot pin monuments and other such items associated with the subdivision and/or development of land, including grading or fill of land.

Improvements, Required
Those subdivision improvements required to be constructed after Preliminary Plat approval and prior to Final Plat approval by the Council.

Industrial Design
The professional service of creating and developing concepts and specifications that optimize the function, value and aesthetics of products and systems for the mutual benefit of both user and manufacturer, often employing design thinking strategies. Typically, industrial design is intended to result in tangible goods that can be mass produced. Industrial design businesses may include on-site prototyping, fabrication, and manufacturing.

Instructional Service
The use of land for the provision of instructional services for personal improvement other than physical improvement. Uses include music, painting, ceramics, photography, fiber arts, educational tutoring facilities, handicraft, or hobby instruction.

Interior Film
A material placed on the inside of windows to diffuse light and/or filter UV radiation.

Interval Ownership
The ownership of land, condominium, or hotel unit with an ownership interest less than fee simple ownership.

J

Junkyard
Use involving the collection, storage or sale of wastepaper, rags, scrap metal or discarded material; or the dismantling, storage, salvage, or demolition of vehicles, machinery, or other materials.

K

Kennel, Boarding
A facility providing for the commercial boarding, grooming, or training of household pets not owned by the owner or occupant of the premises.

Kitchen
A room or other portion of a structure intended for cooking of food, that, at a minimum, contains a sink, refrigerator, and cooking facilities to include a range or built-in cooktop.

L

Lamp
The source of electric light; the bulb and its housing. To be distinguished from the whole assembly (see definition of luminaire).

Lattice Tower
A support structure that consists of a network of crossed metal braces, forming a tower that is usually triangular or square in cross section.

Laundry, Industrial
An industrial facility where fabrics are cleaned on a commercial or wholesale basis.

Letter of Map Change (LOMC)
A general term used to refer to the several types of revisions and amendments to FIRMs that can be accomplished by letter. They include letter of map amendment (LOMA), letter of map revision (LOMR), and letter of map revision based on fill (LOMR-F)

1. Letter of map amendment (LOMA). An official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's or structure's location in relation to the special flood hazard area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.
2. Letter of map revision (LOMR). FEMA's modification to an effective flood insurance rate map (FIRM) or a flood boundary and floodway map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area (SFHA). The LOMR officially revises the flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM), and sometimes the flood insurance study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
3. Letter of map revision based on fill (LOMR-F). FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.
4. Conditional letter of map revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map (FIRM) or flood insurance study (FIS). Upon submission and approval of certified as-built documentation, a letter of map revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building permits and/or flood development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

Licensed Carrier
A company authorized by the FCC.

Life Safety Inspection
The Building Official has inspected and approved the following items within the building as completed, including, but not limited to: handrails, guardrails, tempered glass, address, smoke detectors and fire separation requirements.

Light
The form of radiant energy acting on the retina of the eye to make sight possible; brightness, illumination, a "lamp", as defined in this section.

Light Pollution
Any adverse effect of manmade light including, but not limited to, light trespass, uplighting, the uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky; often used to denote urban sky glow.

Light Trespass
Light falling where it is not wanted or needed, generally caused by a light on a property that shines onto the property of others.

Lighting
Any or all parts of a luminaire that function to produce light.

Limited Common Area
As defined in the Condominium Property Act, means those common areas and facilities designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation, or restriction of others.

Lodging Establishment
A building or group of buildings designed or used for short term occupancy that contains more than six guestrooms offered for rent on a nightly basis with an on-site office with a person in charge 24 hours per day. Typical uses include, but are not limited to, motels, hotels, and inns. A motel room that includes cooking facilities shall not be considered a dwelling unit for the purpose of density, area, bulk, or parking regulations of this Code.

Lot
The parcel, plot, tract, or other area of real property intended for sale, transfer, lease, or encumbrance.

Lot Area
The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high water marks of the Big Wood River, Trail Creek, and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path, or other public pathway within the boundaries of a lot.

Lot, Buildable
A lot that contains land outside of the floodway that conforms to all ordinance requirements and where the slope is less than 25 percent.

Lot, Reverse Corner
A corner having its side street line substantially a continuation of the front lot line of the first lot to its rear.

Lot Line, Front
The property line dividing a lot from a street. On a corner lot, only one street line shall be considered as a front line, and the shorter street frontage shall be considered the front line, unless otherwise determined by the Administrator based on the orientation and layout of the lot and surrounding neighborhood.

Lot Line, Rear
The line opposite the front line.

Lot Line, Side
Any lot line other than front lot line or rear lot line.

Lot Line Shift
A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units that does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and that does not create additional lots or dwelling units. "Lot line shifts" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

Lot Width
The horizontal distance between side lot lines measured at the front lot line.

Lot Width, Average
The average of lot width measurements taken at 10-foot increments between the front and rear lot line.

Lowest Adjacent Grade (LAG)
The lowest point of the ground level immediately next to a building. Refer to the FEMA Elevation Certificate for LAG related to building elevation information.

Lowest Floor
The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement contained in 44 CFR § 60.3 and §16.02.060.A.1.g(1)(B)iii considered.

Lumen
Unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One foot-candle is one lumen per square foot. One lux is one lumen per square meter.

Luminaire
The complete lighting unit, including the lamp, the fixture, and other parts.

Luminance
At a point and in a given direction, the luminous intensity in the given direction produced by an element of the surface surrounding the point divided by the area of the projection of the element on a

plane perpendicular to the given direction; units: candelas per unit area. The "luminance" is the perceived brightness that we see, the visual effect of the illuminance, reflected, emitted, or transmitted from a surface.

M

Maintenance (Irrigation)
The act of ongoing upkeep of existing structures required to keep channels in a condition adequate to support the conveyance of irrigation and drainage water (this does not include the complete replacement or substantial replacement of an existing structure). Maintenance is further defined as the care or upkeep of channels, works, appurtenances, easements, utility corridors and property; to keep in an existing state, specified state of repair, and efficiency; return to a former condition, elevation, place, and position; to preserve from failure or decline; or repair or renovate so as to return it to its original condition. Maintenance does not include dredging as defined herein.

Maintenance Service Facility
A facility containing the necessary supplies and equipment to provide janitorial services and routine maintenance of buildings and property.

Major Addition
The extension of an existing building where the cost of the addition, not including repairs and reconstruction of the existing building, is in excess of the assessed valuation of the existing building as assessed by the Blaine County assessor during the year preceding the year in which such major addition takes place.

Manufactured Home
A structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision
A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufacturing
The use of land for the production, processing, compounding, assembly, testing, treatment, or fabrication of materials and products from processed or previously manufactured materials. Uses may include, but are not limited to, a machine shop, the manufacturing of apparel, ceramic products, cosmetics and toiletries, electrical appliances, electronics or information technology equipment, medical equipment or devices, paper products, pharmaceuticals, plastic products (but not the processing of raw materials), welding services, or tools and hardware. Uses with significant external effects that cannot be eliminated or contained during the manufacturing process are not allowed. Such external effects include, but are not limited to, smoke, noise, particulates, dirt, vibration, or odor.

Market Value
The building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

Marquee
A roof like structure of permanent nature that projects from the wall of a building to provide shade and shelter and possibly signage.

Mean High Water Mark
A water level corresponding to the natural or ordinary high water mark and is the line that the water impresses on the soil by covering it for sufficient periods of time to deprive the soil of its terrestrial vegetation and destroy its value for commonly accepted agricultural purposes.

Medical Care Facility
A facility, other than a hospital, for the provision of public health services, including related facilities such as laboratories, clinics, and administrative offices operated in connection with the facility. Inpatient hospitalization is not provided.

Mercantile
The activity of engaging in the sale or resale of goods to the public.

Minor Modifications
Changes and alterations to an existing building, development project, approved unbuilt Design Review project, or undeveloped parcel that do not increase density, intensity, nonconformity, or the size of a feature of a site or building appendage regulated by the dimensional standards established in Chapter 16.02, *Zoning Districts* and §16.01.050.B.2, *Enlargement or Alteration*.

Mixed Use
Properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

Mobile Home or Trailer
Any vehicle or structure constructed in such a manner that it is or may be mounted on wheels and used as a conveyance on highways and streets, propelled or drawn by its own or other motor power, and that may be moved in substantially one section into the City.

Mortuary
A facility in which dead bodies are prepared for burial or cremation. Crematories and funeral homes (see definition of assembly, place of) are allowed in conjunction with a mortuary.

Motor Vehicle Fueling Station
A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations associated with a motor vehicle fueling station, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

Motor Vehicle Sales
A facility providing for the sale, lease, or rental of new or used noncommercial vehicles, including automobiles, noncommercial vehicles or trucks, motorcycles, recreational vehicles, or boats. The cleaning and routine maintenance of motor vehicles is allowed as an accessory use.

Motor Vehicle Service
A facility providing service for all types of repairs and maintenance of automobiles, commercial vehicles or trucks, trailers, construction equipment, agricultural implements, or similar industrial

equipment, but does not include "junkyard" as defined by this chapter. Typical uses include, but are not limited to, automobile and truck repair garages, tire sales and installation, electronics installation and repair, oil and lubrication, windshield glass replacement services, vehicle cleaning and detailing, transmission shops, radiator shops, body and fender shops, painting, equipment service centers, machine shops, or other similar uses where repair activities are conducted.

N

Natural Features
Significant view corridors, steep embankments, knolls, canyons, streams, watercourses, or any other prominent physical features that are located on the property.

Nature Preserve
An area designated or set aside for the purpose of preserving natural areas or features, contains a minimum of six acres, is held under lease or title by a nonprofit tax exempt organization under section 501c(3) of the Internal Revenue Service Code of 1954, or corresponding provisions of any amendments or any future United States Revenue Code for preservation purposes.

Neighborhood Off-Site Snow Storage
The use of residentially zoned property in the city for the storage of snow from no more than three neighboring lots within 300 feet of the snow storage parcel. This definition does not require the sending and receiving lots to be under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

Net Livable Space (Square Footage)
The floor area within a dwelling unit measured to the inside face of the perimeter walls of the dwelling unit.

New Construction
For floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Any construction started after February 17th, 1976 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

NFPA
National Fire Protection Association.

Nonautomated
A WCF with on-site personnel.

Nonconforming Building
Any legally existing building that does not conform to the location and bulk regulations of this Code for the district in which such nonconforming building is located, either at the Effective Date or as a result of subsequent amendments that may be incorporated into this Code.

Nonconforming Use
Any legally existing use, whether within a building or other structure or on a tract of land, that does not conform to the use regulations of this Code for the district in which such nonconforming use is located

either at the Effective Date or as a result of subsequent amendments that may be incorporated into this Code.

Nonresidential Structure
A building or structure not constructed for residential purposes or as an accessory structure for residential purposes, not including nonconforming uses.

O

Office
A room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government.

Office, Business
An establishment wherein the principal use is the conduct of a business or profession including, but not limited to, accounting, design services, computer software, information systems, engineering, insurance, legal services, management and administration, organization and association offices, psychology, real estate, travel, and medical offices. Medical care facilities and hospitals are not included in this definition.

Office, Contractor-Related Business
An establishment wherein the principal use is the conduct of a business or profession specifically related to building contracting including, design services, engineering, construction, landscaping, maintenance, and property management.

One Percent Annual Chance Flood
See definition of base flood.

Opacity
The measure of the amount of light that can pass through a material or the quality of not being penetrable by light (the quality of being opaque).

Open Site Area
Open space area that provides opportunities for active recreation, passive relaxation, or community interaction, not including buildings, structures, parking areas, driveways, cul-de-sacs, or streets. Open site area does not include foundation landscaping, enlarged or enhanced parking strips or sidewalks, or unimproved or vacant areas.

Operation (Irrigation)
The regular and reoccurring performance of typical work by an irrigation or drainage entity including, but not limited to: the delivery or drainage of water, measurement of water, and adjustment of irrigation and drainage works and all related appurtenances.

Organic Fertilizer
A nonsynthetic fertilizer.

Outdoor Display
The displaying of goods, merchandise, or products outdoors such that the items are readily available for sale at retail on the same lot.

Outdoor Entertainment
Musical, theatrical, dance, cabaret, or comedy act performed outside of a building, on private property, by one or more persons for the patrons and/or guests of the permitted retail trade use associated with the building.

Outdoor Storage
An area designated on a property for the safekeeping of items owned by the occupants of the property.

Overlay District
An area of special or extraordinary building and use restrictions, applied in addition to other districts, as indicated upon the Ketchum zoning map and this Code.

Owner
The individual, firm, association, syndicate, partnership, or corporation holding fee simple title evidenced by a deed recorded in the office of the Blaine County Recorder.

P

Parapet
A low wall that extends above the roofline, often decorated with architectural details such as cornices.

Parking Area
The entire parking and vehicular circulation area(s) associated with a given project, including parking spaces, access drives and aisles.

Parking, On Site
The area off of any public or private street, access easement or alley used for the transient storage of private passenger vehicles, and of appropriate dimension according to this Code for parking stall, access drives and aisles.

Parking, Shared
The provision that two or more uses that are within close proximity may share parking facilities to fulfill their individual parking requirements because their prime operational hours do not overlap.

Parking Access/Entrance
A way or means of vehicular and pedestrian approach for all uses, except less than four dwelling units (excluding accessory dwelling units), to provide access to off-street parking spaces from a public or private street into private property, excluding underground parking ramps. The unobstructed, all weather surface of a parking access shall not be less than 20 feet nor wider than 30 feet unless otherwise approved by the City and is constructed in conformance with the adopted street standards and International Fire Code (see illustration C on file in the office of the City Clerk).

Parking Facility, Off Site
A facility, structured or surface lot, that is used for parking or storing of motor vehicles, open to public use without charge or for a fee, serves a clientele that provides patronage to on site and off site establishments. Off-site parking facilities may be designated in part or in whole toward residential parking.

Parking Space, Off Street
An area of at least 300 square feet of appropriate dimensions for the parking of an automobile, including access drives and aisles.

Parkway
A grass or landscaped strip located between the curb and gutter and the sidewalk, usually planted with street trees.

Partially Shielded
The bulb of the fixture is shielded by a translucent siding, and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb (see Figure 04-2: Full Cutoff Light Fixture Examples).

Performance Bond
Either the amount of money, or other negotiable security deposited by an applicant with the City Clerk, or a bond executed by a qualified surety company registered to do business in the State of Idaho, that guarantees that the subdivider will perform all actions and install all required improvements or their surety will pay the costs and damages up to a limit of the amount of bond or security deposited.

Performing Arts Production
A facility housing the elements needed to support a performing arts organization. Such facility should include space for the design and construction of stage components; costume and prop design and construction, administrative support, rehearsal space, storage space, and other functions associated either with an on-site or off site live performance theater.

Person
Any person, business, or organization, individual, group of individuals, corporation, association, and/or their respective agents.

Personal Service
The use of land for the provision of frequently or recurrently needed services of a personal nature. Such services include, but are not limited to, beauty and barber shops, grooming of household pets, seamstresses, tailors, shoe repair, laundromats or dry cleaning pick up/drop off where the processing of garments or fabrics is located in a separate facility.

Pesticide
Includes the following:

1. Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, plant, fungus, or virus;
2. Any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant;
3. Any nitrogen stabilizer; and
4. Pesticide shall not include any article that is a "new animal drug" within the meaning of section 321(w) of title 21 of the United States Code, that has been determined by the Secretary of Health and Human Services not to be a new animal drug by a regulation establishing conditions of use for the article, or that is an animal feed within the meaning of section 321(x) of title 21 of the United States Code bearing or containing a new animal drug.

Phased Development
Development of a parcel of land in stages either as a series of subdivisions or as a single parcel with construction of buildings and/or improvements over a series of years.

Photo Simulation
Computer generated photographs, renderings combining existing subject adjacent property conditions and improvements with proposed improvements.

Place of Assembly
The use of land for a meeting place where persons gather together for purposes of attending civic, social, religious functions, recreational events, or entertainment performances on a regular or recurring basis including, but not limited to, religious institutions, banquet facilities, funeral homes, theaters, conference centers, stadiums, or indoor or outdoor recreational facilities, but excludes a "cultural facility" as defined by this chapter. A gathering of less than 25 persons shall not be considered a place of assembly provided the gathering is accessory and incidental to the principal use.

Planned Unit Development
Development of land in which the standard land use regulations may be modified or waived in order to promote beneficial development of an entire tract of land in conformance with an approved Planned Unit Development Conditional Use Permit accentuating open site area, recreational uses, public amenities, community housing, and compatible development with surrounding properties and the city at large. Planned unit development is referred to as a "PUD".

Planning and Zoning Commission
The Planning and Zoning Commission of the City of Ketchum, Idaho.

Planning and Building Department
The Planning and Building Department of the City of Ketchum, Idaho.

Planting Strip
A strip of land within a subdivision not less than ten feet in width across which there is no driveway, street, or other access, and that is devoted exclusively to landscaping, primarily trees of not less than five feet in height. The primary purpose of planting strips is screening of streets, highways, adjacent incompatible land uses, and off-street parking areas.

Plat
Subdivision or condominium plat as required by laws of the State of Idaho.

Plat, Final
A map of a subdivision, Planned Unit Development (PUD) or dedication, and in conformance with the approved Preliminary Plat, and prepared pursuant to this chapter, and Idaho Code title 50, chapter 13, as amended or subsequently codified.

Plat, Preliminary
A preliminary plan prepared in conformance with this chapter, submitted together with such other documentation as required by this chapter.

Plat, Recorded
A Final Plat that has been accepted by the City Council and filed with the Blaine County Recorder.

Porch
An exterior appendage to a building with a roof forming a covered approach to an entrance on the ground level of the building.

Porte-Cochere
A roof projecting over a driveway at the entrance to a building that shelters those getting in or out of vehicles.

Porticoes
A porch having a roof supported by columns often leading to the entrance of a building.

Post-firm
Construction or other development for which the "start of construction" occurred on or after the effective date of the initial flood insurance rate map (FIRM).

Pre-firm
Construction or other development for which the "start of construction" occurred before November 20, 1978, the effective date of the initial flood insurance rate map (FIRM).

Product Design
See definition of industrial design.

Professional Research Services
An establishment that specializes in professional, scientific, and technical research and is inclusive of light manufacturing as an accessory use. Uses are limited to: physical distribution and logistics, engineering and specialized design services, electronic and computer services, research, development, and scientific services. This definition does not include uses that create vibration outside the exterior building walls or uses that would diminish the quality of air and water in the city.

Property Owner
All of the following: property owner(s), coproperty owner(s), developer(s), agent(s) of property owner(s) or developer(s), assignee(s) of property owner(s) or developer(s) and all subsequent property owners or developers of the real property in the development agreement.

Public Right-Of-Way
All areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, parking lots, alleys, utilities, or other places owned in fee by the City, or in, on, or over which an easement exists in the name of or held by the City, or that exists for the benefit and use of the public.

Public Use
A structure or use intended or used for a public purpose by a City, a school district, the county, the state, or by any other public agency, or by a public utility.

Public Utility
An organization that maintains the infrastructure for a public service, that often also provides a service using that infrastructure.

Q

Qualifying Ground Floor

A ground floor of a building, where the start of the second story is 18 feet or more above the level of the finished floor. In the LI districts, buildings where not less than 70 percent of the structure has a qualifying ground floor are permitted a higher overall height subject to §§16.02.030.E, *LI-1: Light Industrial District Number 1,* 16.02.030.F, *LI-2: Light Industrial District Number 2,* and 16.02.030.G,

LI-3: Light Industrial District Number 3.

R

Recessed
When a light is built into a structure or portion of a structure such that the light is fully cut off and no part of the light extends or protrudes beyond the underside of a structure or portion of a structure.

Recreation Facility, Commercial
A recreation facility operated as a business and open to the general public for a fee. Typically uses include, but are not limited to, arcades, sport facilities, swimming pools, laser tag and paintball courses, billiards, skating rinks, driving ranges, miniature golf, water courses and motorized car tracks.

Recreation Facility, High Intensity
A recreation facility that, due to the nature of the use, requires floor area or mass and volume, or generates higher decibel levels, that are more appropriately accommodated in the light industrial area or are buffered from residential or pedestrian-oriented commercial activity on a large recreational use zoned parcel district than in the Community Core or a Tourist district. Uses include indoor shooting range, dryland hockey training facility, gymnastics/tumbling gym, and instructional or personal training facilities wherein the instruction involves throwing, dragging, or launching heavy equipment.

Recreation Facility, Public
A publicly owned and operated recreation facility.

Recreation Facility, Residential
A recreation facility for use solely by the residents and guests of a particular residential development, Planned Unit Development, or residential neighborhood, including outdoor and indoor facilities. These facilities are usually proposed or planned in association with development and located within or adjacent to such development.

Recreation Facility, Semi-Public
A recreation facility operated by a nonprofit organization that includes both outdoor and indoor facilities including, but not limited to athletic courts and fields and swimming pools.

Recreational Vehicle
A vehicle that is:

1. Built on a single chassis, and
2. Four hundred square feet or less when measured at the largest horizontal projection, and
3. Designed to be self-propelled or permanently towed by a light duty truck, and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Center
A facility designed to be a collection point where only recyclable materials are sorted and/or temporarily stored prior to delivery to a permanent disposal site, or shipment to others for reuse, and/or processing into new products. This shall not include junkyards or wrecking yards.

Repair (Irrigation)
The restoration to good or sound conditions of any part of an existing structure, channel, channel bank, or service road for the purpose of maintenance (this does not include the complete replacement or substantial replacement of an existing structure). Repair does not include dredging as defined herein.

Repair Shop
An establishment primarily engaged in repair services of sporting equipment and household appliances; not including motor vehicle service.

Residential Care Facility
A facility or residence operated on either a profit or nonprofit basis for the purpose of providing necessary supervision, personal assistance, meals, and lodging to three or more adults not related to the owner.

Residential Density
The number of dwelling units per square feet of lot area.

Residential Development
A building used exclusively for short or long term residential purposes.

Residential Occupancy
The more or less permanent place of abode for an individual, and shall not include short term occupancy nor timeshare occupancy. A structure, dwelling or room restricted by the terms of this Code to residential occupancy shall not be used for short term occupancy for more than 30 days during any one calendar year and shall not be used for timeshare occupancy.

Restricted Use Chemical
Any pesticide, pesticide use, soil sterilant, or fertilizer classified for restricted use by the United States Environmental Protection Agency (EPA). Restricted use pesticides typically may not be applied by anyone not licensed to apply restricted use pesticides.

Restrictive Covenants
A restrictive covenant runs with the land and, thereby, binds present and future owners of the property. Restrictive covenants are used to implement the conditions of a land use approval or ensure implementation of project mitigations and components.

Retail Trade
An establishment that provides the final step in the retailing process for the distribution of goods and commodities to customers. Retailers are organized to sell or rent merchandise in small quantities to the general public and operate a fixed point of sale location designed to attract a high volume of walk-in customers. Typical uses include, but are not limited to, grocery stores, establishments selling office supplies and equipment, building materials, plumbing supply, antiques or consignment items, home improvement and garden supplies, books and educational material, clothing, sporting goods, pharmaceuticals, medical devices, health and fitness supplies, art and associated material and household pet supplies. Motor vehicle sales are not included in this definition.

Retail trade is classified as grouped retail trade (a combination of two or more individual retail trades) or individual retail trade (a business or businesses that involve, in whole or part, retail sales that share check stands or storage areas, or share management, or are owned, leased, possessed, or otherwise controlled by, directly or indirectly, the same individual(s) or entity(ies) or by different individual(s) or

entity(ies) where: a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies) or b) the same individual(s) or entity(ies) act in a manner as an employee, owner, partner, agent, stockholder, director, member, officer, or trustee of the entity(ies) and are located within one or more separate buildings or structures within 800 feet of one another, regardless whether they are attached or detached).

Retaining Structures
Retaining walls, rockeries, modular block walls, rock walls, or any other structures that retain soil, retain earth surcharge, protect an exposed soil face, or serve as a gravity retaining wall.

Riparian Setback
A 25-foot setback measured from the mean high water mark along the banks of waterways.

Riparian Zone
That area along the banks of any waterway 25 feet in width measured horizontally from the mean high-water mark; this area is the regulated riparian zone in Ketchum. All parcels that contain riparian zone are included in the Waterways Review District.

Roadways
All streets, roads, alleys, or other circulation facilities designed for motor vehicles, privately or publicly owned.

Roof, Flat
A roof that is not pitched and the surface of which is parallel to level ground.

Roof, Gabled
A roof consisting of two sloping planes that meet at the ridge or peak. The planes are supported at their ends by triangular, upward extensions of walls known as gables.

Roof, Hipped
A type of roof that slopes from the ridge to the eaves on all sides of the roof. Hipped roofs do not contain gables.

Roof, Mansard
A roof that has two slopes on each side of the roof. The lower roof slope is steeper than the upper roof slope. The upper roof slope is sometimes flat.

Roof, Shed
A roof containing only one sloping plane. Shed roofs have no hips, ridges, valleys, or gables.

Roof Overhang
A portion of the roof structure that extends beyond the exterior walls of a building.

Roof Pitch
The degree of roof incline expressed as the ratio of the rise, in feet, to the span, in feet.

Roof Ridge
The uppermost, horizontal external angle formed by the intersection of two sloping roof planes.

Roof Slope
See definition of roof pitch.

S

Scenic Vista, Landscape and Road
As defined within the Comprehensive Plan and/or other City ordinances.

School Residential Campus
Multiple use building(s) and outdoor facilities/areas directly affiliated with an established public or semipublic educational institution for learning that include, but are not limited to, spaces devoted to dormitory, central kitchen and dining, office, classroom, study, school employee dwelling unit, study hall, gym/fitness, meeting, and parking.

Self-Service Storage Facility
A building or group of buildings of a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of customers' goods or wares.

Semipublic Use
A structure or use partially, but not entirely, open to the use of the public, such as a private school, church, lodge, club, library, hospital, or a nonprofit organization.

Service Area
Contained areas within which a wireless communication facility is able to transmit clear signals, generally circular in form.

Service Delivery Area
A space located on site for pick-ups, deliveries and refuse collection in size and area adequate and accessible for such use and service vehicles expected to be used.

Setback
The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or underground building; underground buildings or portions of buildings may encroach into required setbacks subject to §16.02.070.A.10.

Setback Zone
The area of a lot that must remain open and cannot be built over with a structure.

Shielded
When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture; also considered a full cutoff fixture (see Figure 04-2: *Full Cutoff Light Fixture Examples*).

Short Term Rental
The rental or lease of any unit or structure or portion for a period of not more than 30 days. See definition of tourist housing accommodation

Sign
Any object, device, display, or structure, or part, situated outdoors or indoors, that is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business,

product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or project images.

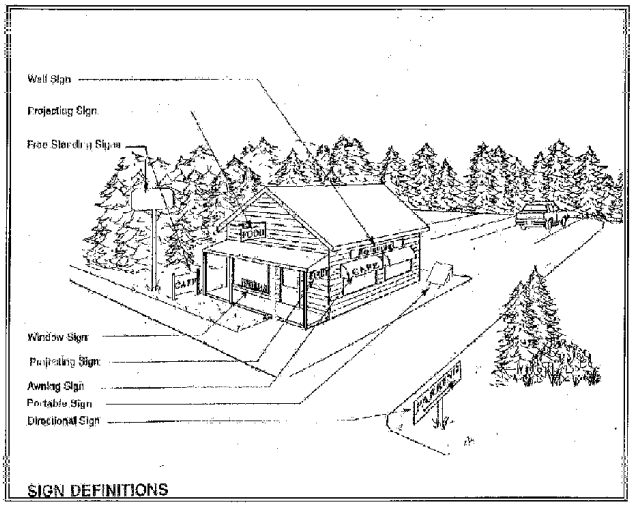


Figure 08-3: Sign Type Examples

Sign, Animated or Moving
Any sign or part of a sign that changes physical position in any way, or that gives the visual impression of movement or rotation.

Sign, Area Of/Sign Area
Writing, representation, emblem, or other graphic display, mounted or painted on a distinct background, but not including the supporting structure.

Sign, Awning or Sign, Marquee
A horizontally oriented sign that is printed on an awning or mounted on a marquee.

Sign, Banner
A flexible sign of lightweight fabric affixed with wires or ropes to or between buildings or walkways on private property and contain copy advertising a business or business activity.

Sign, Campaign
A temporary political sign announcing a political candidate seeking public office, political parties, or political and public issues including, but not limited to, public bond and levy elections.

Sign, Changeable Copy
A sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged manually or automatically, without altering the face or the surface of the sign. A sign that changes more than eight times per day shall be considered an animated sign and not a changeable copy sign.

Sign, Construction Site
A sign identifying individuals or companies involved in designing, construction, financing or developing a site. Construction signs may include, but not be limited to, owners, developers, architects, construction managers, contractors, and subcontractors.

Sign, Directional
A sign giving directions, instructions, or facility information and that may contain the name or logo of an establishment, but no advertising copy, e.g., parking, no parking, or exit and entrance signs. Directional signage shall not be counted toward total signage limitations as indicated in Chapter 16.05, *Signs*.

Sign, Directory
A relatively small sign that is attached flat against the facade at eye level and is oriented toward pedestrians. Directory signs include text limited to the names and/or addresses of the tenants in buildings with multiple tenants that do not each have a storefront and are accessed through a shared entrance or lobby. Directory signs may be located on the main level of buildings where the primary access to upper floors is by exterior stairways or elevators. Directory signs may also be referred to as registry signs.

Sign, Face of
The area or display surface of a sign on which copy and/or graphics and background is placed.

Sign, Flashing
Any directly or indirectly illuminated sign that exhibits changing light or color effects by any means whatsoever.

Sign, Freestanding
A sign affixed to a supporting structure that is independent from any building or other structure and may be visible on a maximum of two sides. Freestanding signs are oriented toward pedestrians and vehicles.

Sign, Gable
A projecting or wall sign mounted to the gable wall of a building.

Sign, Government or Public Agency
A sign erected and maintained by the City, county, state or federal government, or required by law, ordinance or other governmental regulation.

Sign, Historic and/or Sign, Landmark
Any sign that currently exists or previously existed within the city that the City Council has identified as being of significance to the history, culture, or appearance of Ketchum.

Sign, Holiday Decoration
A temporary sign, in the nature of decorations, clearly incidental to and customarily and commonly associated with any holiday.

Sign, Incidental
A sign generally informational, that has a purpose accessory to the use of the lot on which it is located, such as "No Parking", "Entrance", "Loading Only", "Telephone" and other similar directives. No sign with a commercial message legible from a position off of a lot on which the sign is located shall be considered incidental.

Sign, Internally Lit/Backlit
A sign wholly or partially lighted by a source that is inside of or behind a sign face made of translucent material.

Sign, Monument
A freestanding sign of eight feet or less in height on an ornamental base identifying a subdivision or development that has multiple suites, offices, tenants, lots, or units. Monument signs are oriented toward pedestrians and vehicles.

Sign, Nonconforming
Any sign in existence on the Effective Date for which there is a legal permit, but that does not conform to the requirements of Chapter 16.05, *Signs*.

Sign, Permanent
A sign that is permanently mounted or affixed to the ground or a building and intended to be displayed for an unlimited amount of time.

Sign, Projecting
A maximum double sided sign that projects more than six inches perpendicular to a building facade or wall and hangs from a mounted wall brace or is suspended from, and located entirely under a covered porch, covered walkway, awning, balcony, arcade, or colonnade. A projecting sign may also be referred to as a blade sign. Projecting signs are primarily oriented toward pedestrians. Projecting signs that hang from a post located in front of and detached from a building are considered freestanding signs.

Sign, Real Estate
Any sign advertising:

1. Property, buildings, or portions of buildings for sale, lease, or rent;
2. "Open houses" or other special events presenting properties for sale, lease, or rent on site intermittently and not on consecutive days. "Open houses" at which sales personnel are on site for 30 continuous days or more shall be considered real estate offices and conform to the applicable zoning district requirements; and
3. Development opportunity for which Design Review, building, and/or other requisite permit(s) have not been obtained.

Sign, Roof
A sign affixed on, above or over the roof of a building so that it projects above the roofline. The lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eaves line or fascia of a gable, gambrel, or hipped roof shall be considered the roofline. Where a parapet wall is combined with a mansard roof, the roofline shall be the top of the parapet.

Sign, Sandwich Board and Portable Board

Signs that are designed to be transported and are not permanently affixed to a building, structure, or the ground.

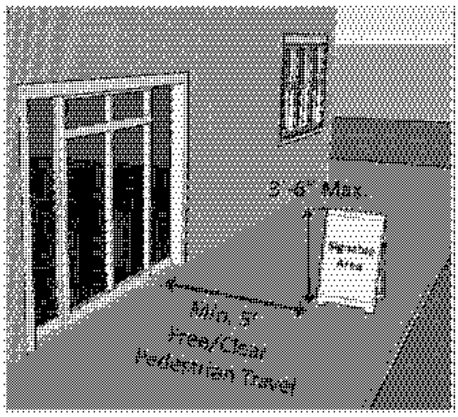


Figure 08-4: Sandwich Board Example

Sign, Temporary

A sign that is not permanently mounted or affixed to the ground or a building and intended to be displayed for a limited amount of time and does not include sandwich board or portable board signs. Sign copy changes on a "projecting sign" shall not be considered temporary provided they comply with Chapter 16.05, *Signs*.

Sign, Wall

A sign mounted parallel to, but within six inches of, a wall, or painted on the surface of a wall of a building or structure. A sign on a mansard roof shall be considered a wall sign. Wall signs are oriented toward both pedestrians and vehicles.

Sign, Wayfinding

A sign that is part of an overall plan for public convenience and information including, but not limited to, directions to recognized neighborhoods, recreation and other facilities, public buildings, entertainment venues.

Sign, Window

A sign that is applied or attached to the exterior or interior of a window or otherwise displayed for the purpose of being visible through a window from the exterior of a building. All lettering or graphics that cover more than ten percent of the total transparent window and are more than four inches in height or width are considered a window sign. Window signs are primarily oriented toward pedestrians.

Sign, Yard Sale

A sign advertising a single private sale generally at a residence or sponsored by a community organization.

Single-Family Dwelling

See definition of dwelling, one-family.

Ski Facility
An establishment or area containing the necessary elements to facilitate the use of ski runs and trails. Typical uses include, but are not limited to, powered conveyors for transporting skiers or sightseers, training facilities and associated administrative offices, retail trade, food service and parking.

Sleeping Rooms
Rooms in a hotel designed and used for overnight occupancy by the general public on a short term basis for a fee. Unless otherwise approved by the City Council, occupancy periods of a hotel by any one person or entity with an ownership interest in the hotel shall not exceed 30 consecutive days or exceed 90 days within any calendar year, regardless of the form of ownership. Occupancy periods for persons or entities with no ownership interest (i.e., vacationers) shall be limited only by the 90-day per calendar year requirement.

Soil Sterilant
A chemical that temporarily or permanently prevents the growth of all plants and animals.

Solar Access
Unobstructed access to direct sunlight upon land or a building.

Solar Bronze
A clear film placed on windows that has a metallic bronze look when in direct light and filters out a portion of the solar heat penetrating a window.

Solar Energy System
Any solar collector panel(s), film(s), shingle(s), or other solar energy device(s), or solar structural component(s), mounted on a building or on the ground and including other appurtenant structures and facilities, whose primary purpose is to provide for the on-site collection, storage, and distribution of solar, or radiant, energy received from the sun and used for heating or cooling, for water heating, and/or for generation of electricity. A solar energy system may be ground mounted (i.e., placed on top of the ground surface) or roof mounted (i.e., placed on or as an integral part of a building). Ground mounted systems shall meet all required dimensional standards for accessory structures.

Special Flood Hazard Area (SFHA)
The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard", 100-year floodplain, and one percent annual chance floodplain.

Standards
The design criteria, standard specifications, and standard drawing contained in this chapter, unless otherwise noted.

Standard Specifications
Specifications for design and construction of improvements as specified in this chapter or other ordinances or resolutions of the City, or by any other governmental entity having jurisdiction, including subsequent amendment or codification.

Start of Construction
Includes substantial improvement, and means the date the Building Permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State
State of Idaho.

Stoop
A small stairway and landing platform leading to any entrance to a building.

Storage Yard
Storage of large equipment, operable vehicles, and construction/property maintenance materials on an ongoing or permanent basis. This shall not include junkyards or wrecking yards.

Stream Alteration
To obstruct, diminish, destroy, alter, modify, relocate, or change the natural existing shape of the stream channel or to change the direction of flow of water of any stream channel within or below the mean high water mark. It includes removal of material from the stream channel and emplacement of material or structures in the stream channel.

Street
A public right-of-way that provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. A street also includes the area lying between the actual traveled portion of the roadway and the adjacent boundary of any private property bordering the roadway. "Street" also includes the terms highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except "driveway" as defined in this section.

Street Frontage
The portion of the building that is immediately adjacent to the street.

Street Pole
A telephone, electric or cable television pole located in a developed street right-of-way.

Street Tree
A tree or trees located within the sidewalk and along the street frontage of a building, structure, or project.

Street, Arterial
A street designated for the purpose of carrying fast and/or heavy traffic, connecting major districts of the City.

Street, Collector
A street designated for the purpose of carrying traffic from residential streets to other collector streets and/or arterial streets.

Street, Cul-de-sac
A dead end street provided with turnaround space at its terminus.

Street, Dead End
A street connected to another street at one end only and not having provision for vehicular turnaround at its terminus.

Street, Frontage
A minor street, parallel to and adjacent to an arterial street, that has the primary purpose of providing access to abutting properties.

Street, Loop
A residential street with both terminal points on the same street of origin.

Street, Partial
A dedicated right-of-way providing only a portion of the required street width, usually along the edge of a subdivision or tract of land where remaining right-of-way widths can be obtained from adjacent properties where such properties are subdivided.

Street, Private
A street constructed on private property, that provides vehicular and pedestrian access to multiple-family dwelling units or more than four dwelling units (excluding accessory dwelling units), and constructed to standard street specifications and the International Fire Code, however, not accepted for dedication or maintenance by the City.

Street, Residential
A minor street that has the primary purpose of providing access to abutting residential dwelling units or properties and carries no heavy, through or collector traffic.

Structure

Anything constructed, installed, or erected that requires location on the ground, or over the water, or is attached/supported by something on the ground, including but not limited to buildings, fences/hedges/walls/retaining structures, sport courts, swimming pools and the like, but excluding poles, lines, cables, or similar devices used in the transmission or distribution of public utilities.

Subdivider
The individual, firm, corporation, partnership, association, syndicate, trust, or any other legal entity that files application and initiates proceedings for subdivision of land pursuant to provisions Chapter 16.04. If the subdivider is not the owner of the property, they shall be the agent of the owner as is evidenced by a recorded power of attorney for such purpose.

Substantial Damage
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

Substantial Improvement
Includes the following:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction' of the improvement over a three-year time frame. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed.
2. The term does not, however, include either:
    a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
    b. Any alteration of a structure listed on the National Register of Historic Places or the Idaho Historic Sites Inventory provided that the alteration will not preclude the structure's continued designation as a "historic structure" and the alteration is approved by Variance issued pursuant to this Code.

Support Structure
The structure to which an antenna and other necessary associated hardware is attached. Support structures include, but are not limited to, the following:

1. Nonresidential structure.
2. Monopole: A single pole sunk into the ground and/or attached to a foundation.
3. Street pole: A telephone, electric or cable television pole located in a developed street right-of-way.

Swimming Pool
A structure, whether above or below grade level, designed to hold water more than 30 inches deep to be used for recreational purposes.

T

Temporary Lighting
Lighting that is intended to be used for a special event for seven days or less.

Temporary Sawmill
A portable sawmill located on private property for the processing of timber cut only from that property.

Terrace/Patio
An at grade, open, roofless area, usually finished with paving or stone, adjacent to a building and serving as an outdoor living area.

Terrace, Sunken
A terrace below the grade of the ground floor.

Timeshare Occupancy
A facility comprised of two or more units in which the exclusive right of use, possession, or occupancy of dwelling units circulates among the various owners or lessees of the units pursuant to a fixed time schedule on a periodically recurring basis. See also definition of tourist housing accommodation.

Tourist House
A building in which the proprietor resides and does not contain more than eight guestrooms available for short term rental, and may provide daily meals to guests.

Tourist Housing Accommodation
The lease, rental or use of a dwelling unit for short term or timeshare rental.

Tower
A mast, pole, monopole, or other structure designed and primarily used to support antennas.

Townhouse Development
A planned project of two or more townhouse units that may be constructed as single building(s) containing two or more townhouse units erected generally in a row, each unit being separated from the adjoining unit or units by a one hour fire resistant party wall or walls extending from the basement floor to the roof along the dividing townhouse sublot line, each unit having its own access to the outside, and no unit located over another unit in part or in whole; and/or may be constructed as single buildings containing single townhouse units, provided the separation between units and/or buildings complies with applicable codes. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain Design Review approval prior to Building Permit issuance.

Townhouse Sublots
The lots resulting from platting a townhouse development. "Townhouse sublots" shall have a minimum area equal to that of the perimeter of each individual townhouse unit measured at the foundation, whether located independently or within a building containing two or more townhouse units in a townhouse development. Such sublots shall not be buildable for structures other than a "townhouse unit" as defined in this section. Platting of sublots shall follow the procedures set forth in the subdivision ordinance and other applicable codes in effect. Detached garages may be allowed in a townhouse development and may be platted on separate sublots; provided that the ownership of such detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

Townhouse Unit
Townhouse units are a type of housing where independent houses often, but not always, share walls. Units are characterized by one or more rooms, including at least one bathroom and kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

Truck Terminal
A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck. Included in the use type would be express and other mail and package distribution facilities.

TV and Radio Broadcasting
An installation consisting of one or more transmitters or receivers used for radio, television or cable communications or broadcasting.

Twenty-Five Percent Grade
One foot change in elevation for every four feet of land measured horizontally.

U

Unbroken Façade
A continuous portion of a wall of a building, located above or beside a window or door and unbroken by doors, windows, or other architectural features, and measured either vertically or horizontally, whichever is less.

Underground Parking
An enclosed off-street parking area within the lowest floor of a building; provided that a minimum of 75 percent of the ceiling surface area of such floor is not more than four feet above the basement invisible plane (see illustration A on file in the office of the City Clerk).

Uplighting
Lighting that is directed in such a manner as to shine light rays above the horizontal plane.

Uses
Those land use classifications as set forth in the Comprehensive Plan. The land use classifications include: short term occupancy and support, long term residential occupancy, recreation and open space, business and shopping, and light industry.

Utilities
Installations for providing services to and used by the public, e.g., water, sewer, electricity, gas, television, cable, and similar facilities.

V

Vegetation
Trees, shrubs, and other plant species.

Vent
Any outlet for air that protrudes through the roof deck such as a pipe or stack. Any device installed on the roof, gable, or soffit for the purpose of ventilating the underside of the roof deck or other venting purposes of the structure.

Veterinary Service Establishment
A facility rending surgical and medical treatment to large animals and household pets, providing boarding kennels, and/or outdoor runs. Crematoriums are not included as an accessory use.

Vicinity Map
A small map showing the location of a tract of land in relation to the City, including existing major streets and highways and surrounding subdivision(s) or large parcels of land.

Violation, Floodplain
The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the finished construction elevation certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

W

Warehouse
A facility for the use of dry/cold storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watercourse
A natural depression or channel that carries or gives direction to a current of water any time of the year.

Waterway
A channel, natural or manmade, that water runs through.

Wholesale
The sale of commodities in quantity for resale.

Wholesaler
A merchant middleman who sells chiefly to retailers, other merchants, or industrial, institutional, and commercial users mainly for resale or business use.

Width of Lot
The average distance parallel to the front lot line, measured at ten-foot intervals between side lot lines.

Wind Energy System
Any electric generation facility, whose main purpose is to convert and store wind energy into usable forms of energy and that includes the wind turbine(s), structural supports, electrical infrastructure, and other appurtenant structures and facilities. Wind energy systems may be freestanding (i.e., placed on top of the ground surface) or roof mounted and shall meet all dimensional requirements of principal buildings for the zoning district in which they are located.

Wireless Communication Facility (WCF)
A facility that transmits and/or receives electromagnetic signals, including antennas, microwave dishes, parabolic antennas, directional antennas, and other types of equipment for the transmission or reception of such signals, towers or similar structures supporting the equipment, equipment buildings, shelters, cabinets, parking area, and other accessory development.

Wireless Communication Facility (WCF), Collocation
The use of a single support system on the ground by more than one carrier (vertical collocation) and/or several support systems on an existing building or structure by more than one carrier.

Work/Live Units

Work/live units incorporate residential living space in a nonresidential building. Work/live units are held jointly in common ownership and the work and live spaces cannot be sold or platted as separate condominiums, as documented with a City-approved restrictive covenant recorded against the property.

X

Y

Yard

That portion of the open area on a lot extending open and unobstructed from the ground upward from a lot line for a depth or width specified by the regulations for the district in which the lot is located.

Yard, Front

A yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

Yard, Rear

A yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

Yard, Side

A yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of building.

Z

EXHIBIT B

PUBLICATION SUMMARY

ORDINANCE 1260

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING KETCHUM MUNICIPAL CODE TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES TO REMOVE CERTAIN DESIGN AND CONSTRUCTION REQUIREMENTS AND USE OF RIGHTS-OF-WAY; AND TO REPEAL AND REPLACE TITLE 16 – SUBDIVISIONS AND TITLE 17 – ZONING REGULATIONS WITH NEW TITLE 16 – LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1260 of the City of Ketchum, Blaine County, Idaho, adopted on _____, 2025, is as follows:

SECTION 1. Deletes certain chapters pertaining to design and construction of certain infrastructure and use of rights-of-way.

SECTION 2. Repeals and replaces subdivision and zoning regulations with one consolidated title of all land development regulations including chapters deleted from Title 12.

SECTION 3. Provides a savings and severability clause.

SECTION 4. Provides a repealer clause.

SECTION 5. Provides for publication of this Ordinance by summary.

SECTION 6. Provides that the Ordinance shall take full force and effect on January 1, 2026, following passage, approval, and publication according to law.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST: APPROVED:

_____ _____

Trent Donat, City Clerk Neil Bradshaw, Mayor

City of Ketchum

ATTACHMENT 2:

KMC 17.136 - Nonconformities

CHAPTER 17.136 - NONCONFORMING USES AND NONCONFORMING BUILDINGS

17.136.010 - Continuation of use.

A nonconforming use may be continued and a nonconforming building may continue to be occupied except as both are otherwise provided for in this chapter.

(Ord. 1135, 2015)

17.136.020 - Change of use.

A nonconforming use may be changed only to a conforming use.

(Ord. 1135, 2015)

17.136.030 - Abandonment of use.

A. An owner shall not be deprived of the right to use improvements on private property for their designed purpose based solely on the nonuse of the improvements for their designed purpose for a period of ten years or less. Where an owner or his authorized agent permits or allows an approved or unlawful intervening use of the owner's property, the provisions of this subsection are not applicable.

B. For purposes of this section "designed purpose" means the use for which the improvements were originally intended, designed and approved pursuant to any applicable planning and zoning ordinances.

C. For all uses where the provisions of subsection A of this section are not applicable: If active and continuous operations are not carried on in a nonconforming use during a continuous period of six months, the building, other structure or tract of land where such nonconforming use previously existed shall be occupied and used only for a conforming use. Intent to resume active operations shall not affect the foregoing.

(Ord. 1135, 2015)

17.136.040 - Restoration.

A nonconforming building which has been damaged or destroyed by fire or any other calamity, may be restored to its preexisting nonconforming condition if a building permit for the work of restoration is obtained within two years of the date of the fire or other calamity and the work of the restoration complies with the international building and fire codes in effect at the time of the issuance of the building permit.

Nonmaterial changes to the preexisting nonconforming condition may be approved at the City's discretion. If additional square footage is added, that additional square footage may be subject to the current requirements of the underlying zone district at the discretion of the planning and zoning department head.

(Ord. 1135, 2015)

17.136.050 - Enlargement of a nonconforming building or a nonconforming use.

A nonconforming use shall not be enlarged or extended and a nonconforming building shall not be enlarged or extended so as to increase the degree of nonconformity, except in the community core district where one-family dwellings may increase their original square footage by 20 percent. Additions and/or enlargements to existing buildings are not considered to be nonconforming or to increase the degree of nonconformity, so long as the additions and/or enlargements comply with the following:

A. Any additional square footage may be subject to the current requirements of the underlying zone district at the discretion of the planning and zoning department head.

B. Fifty percent of the building footprint and exterior walls of a nonconforming structure must remain unaltered.

(Ord. 1135, 2015)

17.136.060 - Alteration of a nonconforming building.

A nonconforming building may be structurally altered or repaired in any way permitted by these regulations.

(Ord. 1135, 2015)

17.136.070 - Structural changes.

Any building or other structure containing a nonconforming use or any nonconforming building or portion declared unsafe by the City building inspector may be strengthened or restored to a safe condition.

(Ord. 1135, 2015)

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department

Agenda Item:	Recommendation to hold a public hearing and conduct the first reading of Ordinance 1269, amendment to Title 12 of the Ketchum Municipal Code.

Recommended Motion:

"I move to approve the first reading of Ordinance 1269 by number and title only."

Reasons for Recommendation:

- On May 19, 2025, and August 18, 2025, the City Council held policy discussions to evaluate potential standards that allow for snowmelt systems to encroach within public rights-of-way with additional mitigation measures to better meet the goals of the 5B Can Climate Action Plan and result in a greater overall environmental impact than prohibiting them outright.
- The policy establishes a right-of-way usage fee that reflects the public cost associated with the system's impact on grid capacity, environmental resilience, and resource management.
- City Council supported the policy proposal and directed staff to draft the ordinance to implement the right-of-way snowmelt system policy.

Policy Analysis and Background:

Over the past year, city staff collaborated with the Ketchum Sustainability Advisory Committee (KSAC), local contractor community, and the Blaine County sustainability team to develop regulations for snowmelt systems that encroach within the public rights-of-way (ROW). Following policy discussions with City Council on May 19th and August 18th, the Council approved the proposed language and directed staff to draft the corresponding ordinance.

Ordinance 1269 is an amendment to Title 12 – Streets, Sidewalks, Public Utility Easements and Public Places, Section 12.04.030 – Design Criteria, to allow private snowmelt systems to encroach within the ROW that are subject to specific design and operation requirements to promote energy efficiency and community resilience. Please see Attachment 1 for the draft ordinance language.

Ordinance 1269 also establishes a corresponding ROW usage fee to account for the undue energy burden snowmelt systems place on the grid and to reflect their broader impact on local resiliency. To ensure consistent and transparent fee calculations, staff developed a calculator, included as Attachment 2, to help applicants determine the system's lifetime energy demand and associated ROW usage fee. This tool applies fixed assumptions such as local snowfall patterns, average runtime, and carbon emissions factors. To assist the public in navigating the ROW usage fee, staff also developed a frequently asked questions sheet

(Attachment 3), which will be linked on the City's website and as a supporting document on the snowmelt ROW encroachment permit application.

Staff worked with SAFEBuilt to develop a new ROW encroachment permit type that is specific to snowmelt systems. Following adoption of Ordinance 1269, the new permit will be available on CommunityCore for applicants to use.

Next Steps

Ordinance 1269 amends Title 12, however, upon approval of the code consolidation it will be incorporated into the new Title 16 – Land Development Code as noted in the ordinance language. Therefore, staff recommend an effective date of January 1, 2026, to align with the effective date of the consolidated code.

The ROW usage fee requires an amendment to the adopted Fiscal Year 2026 comprehensive fees and charges list (fee schedule), which must be publicly noticed twice and approved by City Council via resolution. Based on feedback from Council during the first reading of Ordinance 1269, staff will notice the fee schedule amendment for a public hearing with City Council on December 1, 2025. Therefore, the amended fee schedule will be adopted and in effect prior to the effective date of January 1, 2026, for Ordinance 1269.

The ROW snowmelt regulations will be included as part of the education and outreach campaign for the new consolidated code. Outreach will focus on educating property owners, contractors, and design professionals about application procedures, design requirements, and the ROW usage fee and fee exemptions.

Sustainability Impact:

In September of 2024, Ketchum formally adopted Blaine County's Climate Action Plan (CAP). Ketchum Resolution #24-017 for the adoption of the CAP can be found linked here. The CAP is a roadmap towards achieving meaningful greenhouse gas mitigation countywide while also adapting to the changes that are already occurring. One of the four focus areas of the CAP is Clean Energy and Green Building. In this chapter, the County identified two main strategies: increasing the supply of renewable energy and reducing the demand of energy overall. The proposed policy addresses both of those strategies. Requiring moisture and temperature monitors as well as requiring insultation of the systems works to ensure that the snowmelt systems that are installed are as energy efficient as possible, reducing overall energy demand. The addition of the right of way usage fee and the dedication of those funds towards installing locally produced renewable energy works towards the first goal of increasing the supply of renewable energy.

Financial Impact:

None OR Adequate funds exist in account:	The ROW usage fee provision of the policy will generate funds that are dedicated to municipal energy efficiency and sustainability projects, but the amount is undetermined due to the variability of snowmelt system sizes and applications received.

Attachments:

1. Draft Ordinance 1269
2. Snowmelt ROW Usage Fee Calculator
3. ROW Usage Fee FAQ Sheet

City of Ketchum

Attachment 1:

Draft Ordinance 1269

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTBALISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum (the "City") is responsible for maintaining public rights-of-way to ensure safe, functional, and accessible transportation corridors for vehicles and pedestrians; and

WHEREAS, snow and ice accumulation during winter months can create hazardous conditions on sidewalks, driveways, and access points, and the use of snowmelt systems is a common means for property owners to mitigate such hazards; and

WHEREAS, snowmelt systems installed on private property often extend into the City rights-of-way without consistent regulation, oversight, or permitting and the City finds it necessary to establish clear standards for the design and operation of snowmelt systems that encroach within the public rights-of-way; and

WHEREAS, unregulated or improperly installed snowmelt systems within the public rights-of-way may interfere with street maintenance operations or result in inefficient energy consumption which diminishes the capacity of the City's electric grid; and

WHEREAS, the policy establishes a right-of-way usage fee that reflects the public cost associated with the system's impact on grid capacity, environmental resilience, and resource management; and

WHEREAS, the City Council held two policy discussions on May 19, 2025, and August 18, 2025, to review proposed system design and operation standards and to develop a fee structure that establishes a better trade-off for the private use of public rights-of-way, creating a more balanced and effective approach to managing the energy demand and carbon impact of snowmelt systems; and

WHEREAS, the purpose of this section is to establish standards under which property owners may install a snowmelt system that encroaches into the city-owned right-of-way. These standards are intended to balance energy burden and carbon emission mitigation while complying with regulatory standards.

WHEREAS, the City Council held a public hearing on November 3, 2025, to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1269 on _____, _____, and _____, resulting in approval of this ordinance;

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENTS TO TITLE 12 - STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES. That Section 12.04.030 – Design Criteria be amended to include Section 12.04.030.N – Snowmelt Systems with the following language:

N. Snowmelt Systems

a. Design and Operational Requirements:

a. New Snowmelt Systems

(A) The system shall accurately measure surface and ambient temperatures and shall accurately detect snowfall, ice, and precipitation on the surface.

(B) The system shall include automatic controls programmed to shut off the system when the pavement temperature is greater than 50 degrees Fahrenheit and precipitation is not falling and programmed to shut off the system when the outdoor temperature is greater than 40 degrees Fahrenheit.

(C) The system shall be insulated below and around the perimeter with insulation approved by the City Engineer.

(D) Drainage shall be retained onsite, designed to eliminate standing water, and drain in a manner that results in no icing on adjacent non-snowmelted hard surfaces in the right-of-way, such as asphalt, concrete, or pavers.

(E) For systems that elect to use a boiler, the boiler shall have an annual fuel utilization efficiency rating of 87% or greater for oil boilers and 90% or greater for gas boilers.

b. Pre-Existing Snowmelt Systems – Repair

(A) Repairs to existing snowmelt systems include but are not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures.

(B) Repairs to existing snowmelt systems in the right-of-way which do not increase the pre-existing energy consumption are exempt from the design and operational requirements of new systems. However,

for boiler replacements, the replacement shall be a high efficiency boiler meeting the boiler requirements of new systems.

c. Pre-Existing Snowmelt Systems - Replacement
    (A) Replacements include but are not limited to replacement of all components, reconfiguration, and expansions to an existing snowmelt system.
    (B) Replacements of existing snowmelt systems in the right-of-way shall comply with the design and operation standards for new systems and are subject to the right-of-way usage fee.
d. Right-of-Way Encroachment Permit
    (A) A right-of-way encroachment permit is required for all improvements in the right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the property owner is required to obtain one.

2. Right-of-Way Usage Fee
    a. The property owner shall pay a one-time right-of-way usage fee when a private snowmelt system encroaches into the right-of-way. The fee is based on the entire snowmelt system's energy usage. The Right-of-Way Usage Fee shall be approved by City Council.
    b. Fee exemptions
        (A) Snowmelt in the Community Core Zone: For projects in the Community Core Zone District where the right-of-way standards require the installation of snowmelt for public safety, access, or street maintenance, the system shall comply with the system design and operational standards, but the project shall be exempt from the right-of-way usage fee.
        (B) Required Snowmelt in Residential Zones: If a residential project is required to install snowmelt by the Fire Department, Streets Department, or City Engineer for access, public safety, or street maintenance reasons, the system shall comply with the system design and operational standards but is exempt from the right-of-way usage fee.
        (C) Existing Alternative Energy: If a project is proposed in a location where an existing alternative energy source is provided, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation demonstrating that a renewable energy system exists onsite that has the capacity to generate sufficient energy across a calendar year of

production to power the entirety of the snowmelt system for one winter season.

(D) Proposed Alternative Energy: If a project is proposed that includes the installation of a new onsite renewable energy system, an exemption of the right-of-way usage fee may be granted. At the time of permit submittal, the property owner shall submit documentation that demonstrates that the proposed energy system generates sufficient energy across a calendar year of production to power the entirety of the snowmelt system for one winter season. The renewable energy system shall be permitted, installed, and operational prior to completion of the snowmelt system.

c. Partial Energy Coverage: If an existing or proposed renewable energy system does not fully meet the energy demand of the snowmelt system, the property owner shall calculate the residual energy required and pay the right-of-way usage fee for the remaining amount of energy not covered by the renewable energy system.

3. Application

(1) The property owner shall submit a right-of-way encroachment permit application with the following information provided:

(A) Snowmelt system specifications, including the design heat flux (power per square foot)

(B) Engineering or installation plans illustrating the snowmelt system and its extension into the right-of-way

(C) Calculation of energy demand for entire snowmelt system from provided right of way usage fee calculator

(D) Documentation of onsite alternative energy generation, if applicable.

(2) Payment of right-of-way usage fee shall occur prior to permit issuance.

4. Authority of the Administrator

a. The Administrator is authorized to approve right-of-way encroachment permit applications for snowmelt systems that encroach into the right-of-way. The Administrator shall have the authority to defer approval of right-of-way encroachment permits to the City Council.

5. Enforcement

a. Failure to comply with any provision of this section may result in a revocation of the right-of-way permit.

b. Per the provisions of the right-of-way encroachment permit, the city reserves the right to require the removal of a snowmelt system from the right-of-way at the owner's expense if it is found to be noncompliant with this section.

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City..

SECTION 5. CODIFICATION: This Ordinance references Title, Chapter, and Section as exist in the Ketchum Municipal Code as of the date of adoption. The City is currently undergoing a consolidated code effort, anticipated to be formalized by ordinance on or before January 2026. It is specifically designated here that the Title, Chapter, and Section referenced herein may be administratively updated within codification to incorporate this ordinance into the consolidated effort if/when such takes effect with new Title, Chapter, and Section references to be administratively determined for convenience and consistency at that time.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on January 1, 2026, after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2025.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2025.

APPROVED:

_____
Neil Bradshaw, Mayor

ATTEST:

_____
Trent Donat, City Clerk

EXHIBIT A

PUBLICATION SUMMARY

ORDINANCE NO. 1269

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 12 – STREETS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND PUBLIC PLACES, SECTION 12.04.030: DESIGN CRITERIA, TO ADD ALLOWANCE OF SNOWMELT SYSTEMS IN PUBLIC RIGHTS-OF-WAY WITH CERTAIN DESIGN AND OPERATIONAL REQUIREMENTS AND PROCEDURES FOR PROCESSING OF PERMITS AND ESTBALISH A RIGHT-OF-WAY USAGE FEE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1269 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2025, is as follows:

SECTION 1. Allows snowmelt systems to encroach within public rights-of-way subject to system design and operational standards, provides procedures and processing of permits for snowmelt systems, and establishes a right-of-way usage fee that offers exemptions for onsite renewable energy generation.

SECTION 2. Provides a savings and severability clause.

SECTION 3. Provides a repealer clause.

SECTION 4. Provides for publication by summary.

SECTION 5. The designated title, chapter, and section of the ordinance is permitted to be administratively incorporated into the current code consolidated effort if/when such takes effect with new title, chapter, and section references.

SECTION 6. Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 191 5th Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

_____
Trent Donat, City Clerk

APPROVED:

_____
Neil Bradshaw, Mayor

City of Ketchum

Attachment 2:

Snowmelt ROW Usage Fee Calculator

City of Ketchum
Right of Way Snowmelt System Application Fee Calculation
Version 1.1 (9/23/2025)

Instructions For Use

1) Navigate to sheet titled "Snowmelt System".

2) Enter applicable information detailing onsite energy generation and snowmelt system size into orange cells.

3) ROW usage fee will be shown in yellow highlighted cell.

4) Note that blue cells are locked and are calculated cells only.

5) See sheet labled "Assumptions" for any assumptions and sources used in calculation

6) Upload completed calculator onto Community Connect as an excel file

Project Information				
Project Adress:				
Property Owner Contact Information:			**Contractor Contact Information:**	
	Name:		Name:	
	Email:		Email:	
	Phone:		Phone:	

Right Of Way Calculator	
Onsite Renewable Energy Generation *Please enter the following details pertaining to any existing onsite renewable energy generation including small head hydro, solar PV, wind, geothermal, or otherwise*	
Type of energy generation:	
Size of system (kW):	
Yearly generation capacity (kWh):	
Snowmelt System Size and Specs *Please enter the following information pertaining to snowmelt system*	
Total Area For Snowmelt System (SF)*	
Efficiency of Installed System (BTU/hr*sf)	
Energy Use for Operation (BTU/hr)	0
ROW Usage Fee Calculation	
Energy Use per year (BTU)	0
Energy use per year in million BTUs	0
kWhs of Onsite Renewable Energy Generation	0
BTUs of renewable energy produced on site	0
Million BTUs of renewable energy produced on site	0
Remaining Energy Use to be Paid by Fee	0
Remaining CO2 emissions per year (lbs)	0
Remaining CO2 emissions per year (tons)	0
Cost of Carbon per year ($)	0
ROW Usage Fee	0

Instructions:
Enter information into orange cells only
Blue cells are calculated cells
*Please enter the total area for the entire snowmelt system, including area located within *and* outside of

Assumptions for Calculation		Source
102	Inches of snow per season in Ketchum	Historical weather data
143	Idaho Power's estimate of cost of carbon by end of planning period for IRP (20 years)	2025 Idaho Power Integrated Resource Plan
116.65	Lbs of CO2 per million BTU of natural gas	Energy Information Administration | Department of Energy
1.5	Pre and post slab heating factor	Total time of operation, including pre-heating system area and post-snowfall heat to prevent development of ice
153	hours of heating time	Based on annual snowfall and slab heating factor
30	year lifespan of the system	Feedback from local contractor community

City of Ketchum

Attachment 3:

ROW Usage Fee FAQ Sheet

City of Ketchum

Right-of-Way Usage Fee Frequently Asked Questions

What is the Right-of-Way Usage Fee?
The Right-of-Way Usage Fee is a one-time fee required for snowmelt systems that encroach into the right-of-way. Property owners wishing to install a snowmelt system that extends into the right-of-way must submit a right-of-way encroachment permit application and pay the required Right-of-Way Usage Fee prior to permit issuance.

Why is there a Right-of-Way Usage Fee for snowmelt systems?
The Right-of-Way Usage Fee compensates for the undue energy burden snowmelt systems place on the electric grid and reflects the public cost of the system's impact on local resiliency. The fee is put into a dedicated fund that funds energy efficiency and renewable energy projects in the City.

Do I need to pay a fee if I wish to install a snowmelt system that is entirely contained within my property and does not extend into the right-of-way?
No.

My new snowmelt system does extend into the right-of-way, but most of it is in my driveway. Do I need to pay a fee?
Yes, if the snowmelt system you wish to install extends any amount into the right-of-way, you must submit a right-of-way encroachment permit application and pay the Right-of-Way Usage Fee.

Do I need to pay a fee on an existing snowmelt system?

Depends! If an existing snowmelt system that encroaches within the right-of-way is being replaced, a right-of-way encroachment permit would be needed, and it would be subject to the Right-of-Way Usage Fee. Replacements include but are not limited to replacing/reconfiguring/expanding existing snowmelt system. Repairs to existing snowmelt systems that encroach within the right-of-way which do not increase the pre-existing energy consumption are exempt from the right-of-way usage fee. Repairs include but are not limited to leaks, pump motor replacements, resetting of pavers/tubbing, boiler replacement, and electrical disconnect/failures

City of Ketchum

A right-of-way encroachment permit is required for all improvements within the City right-of-way. If it is found that a pre-existing snowmelt system in the right-of-way does not have an approved encroachment agreement, the owner is required to obtain one.

How do I qualify for an exemption to the fee?
Snowmelt systems that are paired with an existing or proposed onsite renewable energy generation may qualify for an exemption. Calculations for onsite generation are included in the Right-of-Way Usage Fee Calculator, and completion of the calculator is required for new systems or the replacement of an existing system. If the onsite energy generation covers a portion of the snowmelt system's energy use, but not the entirety of the energy demand, the applicant is only exempt from the portion of the energy that is produced onsite from renewable sources. The applicant is responsible for paying the fee calculated from the remaining energy use of the system not covered by the onsite generation.

New systems that are required to be installed to comply with right-of-way standards by the Fire Department, Steets Department, or City Engineer for public safety, access, or street maintenance are exempt from the fee; however, the system must still meet the new design and operational standards.

How do I apply for a permit for a snowmelt system that extends into the right-of-way?
Submit a right of way encroachment permit application on CommunityConnect. All of the required information and documentation will need to be uploaded to the application on CommunityConnect with the permit submittal.

What documents are required for a permit?
You must complete and submit the Right-of-Way Usage Fee Calculator, HOA Approval Documentation (if applicable), system specifications, engineering or installation plans, and documentation of existing or proposed onsite renewable energy system (if applicable).

When do I need to pay the fee?
Prior to issuance of the right-of-way encroachment permit.

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Jade Riley – Administration

Agenda Item: Recommendation to adopt Resolution 25-023 (Travel Policy for Elected Officials)

Recommended Motion:

- Motion – Option #1: "I move to adopt Resolution 25-023 as presented."
- Motion – Option #2: "I move to adopt Resolution 25-023 with the following changes _____."

Reasons for Recommendation:

- The Mayor and City Council as elected officials are not considered employees of the city and thus are not bound by travel policies contained in the Employee Handbook.
- City Council Members have expressed interest in memorializing a process to approve/review elected travel requests.
- The recommended resolution memorializing the policy outlines three areas
    - Budget allocation per elected
    - Pre-travel approval process
    - Reimbursement process

Sustainability Impact:

NA

Financial Impact:

During the annual budget process, funds ($15,000) are allocated to Mayor and City Council travel for FY2026.

Attachments:

1. Resolution #25-023
2. Travel Reimbursement Form

CITY OF KETCHUM RESOLUTION 25-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE AND ADOPT ELECTED OFFICIAL TRAVEL POLICIES AND PROCEDURES.

WHEREAS, the use of "travel" encompasses flights, mileage, registration, fees, lodging, per diem, etc., pertaining to the official attendance to a conference, meeting, or seminar.

WHEREAS, official city travel to conferences is an important component for elected officials to carry out their policy setting duties.

WHEREAS, elected officials are not considered employees and therefore are not bound by the travel policies outlined in the Employee Handbook.

WHEREAS, this resolution seeks to outline a uniform process for the approval to travel for meetings or conferences and seek reimbursement pertaining to the Mayor and City Council.

Section 1. Budget Allocation

Following the annual budget process, the amount allocated for Mayor and City Council travel shall be divided evenly by each member for planning purposes. Should an elected choose not to utilize their allocated travel amount, the other members may request utilization.

Section 2. Approval Process

A. Prior to booking travel arrangements, each elected member will complete a travel request form (Attachment 1). The travel request will be placed on the consent agenda of the next scheduled Council meeting for approval.
B. Should the travel request be urgent, the following approval process shall occur:
    - Council Member travel: Mayor will review/approve and inform other members via email.
    - Mayor travel: Council President will review/approve and inform the City Council members.

Section 3. Reimbursement

The Mayor and City Council will be bound by the same reimbursement policies outlined in the Employee Handbook.

Section 4. Directing the City Clerk

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

Section 5. Effective Date

This resolution shall be in full force and effect upon its passage.
PASSED AND ADOPTED by the Council of the City of Ketchum this 3rd day of November, 2025.

_____
Neil Bradshaw, Mayor

ATTEST

_____
Trent Donat, City Clerk

City of Ketchum
City Hall

City of Ketchum Travel Expense Approval and Reimbursement Voucher

Elected Name: _____
Department: Legislative
GL Account Code: 01-4110-4910
Reason for Travel: _____
Travel Location: _____
Travel Date from: _____ **to:** _____

Description of Expense	Paid for with City Credit Card or Direct Billing	Direct Billed to City	Travel Reimbursement
Airfare			
Mileage			
Vehicle Rental Fee			
Conference Registration			
Hotel Per Diem			
First Day Meals Incidentals Per Diem			
Full Day Meals Incidentals Per Diem			
Final Day Incidental Per Diem			
Other:			
TOTAL			

Total requested for reimbursement: _____

(Attach all itemized receipts for other reimbursement. City does not reimburse for alcohol)

Signature: _____ Date: _____

Mayor/Council President Approval: _____ Date: _____

Submit completed form and itemized receipts to Accounts Payable.

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member:	Carissa Connelly / Housing Dept

Agenda Item: Recommendation to adopt Housing Action Plan for FY26

Recommended Motion:

"I move to adopt the FY26 Housing Action Plan"

Reasons for Recommendation:

- Staff made substantial progress moving housing actions forward through implementation of HAP.
- The proposed HAP reflects learnings from previous HAPs and continues or adjusts actions that are in progress, ongoing, or not started.
- Staff propose focusing this fiscal year on diversifying funding sources and improving communications.

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

GOAL 5: Inform, Engage, + Collaborate
OBJECTIVE 2: Implementation Vision + Capacity
ACTION: Create Year 3 Housing Action Plan

The Housing Action Plan (HAP) is the annual workplan for Ketchum's housing efforts, providing direction from Council on what staff should focus on. The actions herein are recommended as those most immediately feasible given staffing and funding, and most impactful on the housing crisis. "Backburner" items are actions that are potentially impactful, but which staff either don't currently recommend or don't anticipate having the capacity for this fiscal year. The HAP can be amended throughout the year, if needed.

At the August 25th Council meeting, staff updated Council on progress on the FY25 HAP and 10-year goals (presentation attached). The overarching theme this last fiscal year was to be more operationally efficient and effective, rather than adding new programs. This theme derived from acknowledgement that the limited housing staff were overwhelmed by, and overcommitted with, the breadth of responsibilities that quickly grew since the inaugural 2022 HAP. Ketchum met that goal by focusing on programs already committed to (rather than adding new ones), consolidating contractors to full-time employees with clear roles, onboarding and training those new staff, and clarifying processes.

The proposed HAP for FY26 is informed by learnings from previous years, overall housing need of Ketchum residents and workers, and best practices in resort communities. Attached you will see the redlined version of FY25 (as the basis of the FY26 HAP) alongside commentary on specific actions.

The proposed direction this fiscal year is to focus more on diversifying funding sources and improving communications. These two goal areas received less than ideal attention in FY25, despite inclusion in last year's HAP. This proposed direction aligns with feedback from stakeholders via an anonymous survey,

follow-up meeting of the Ketchum Task Force, and one-on-ones with nine close partners who serve Ketchum's residents and workers. A special thanks to the following individuals for providing feedback:

- Muffy Davis, Blaine County
- Mary Fauth, Blaine County Charitable Fund
- Jim Foudy, Blaine County School District
- Anna Mathieu, real estate representative for BCHA and ARCH
- Eve Preucil, Blaine County Sustainability Specialist
- Wendy Jaquet, Resort Cities Coalition
- Sally Gillespie, Spur Community Foundation
- Sarah Seppa, St. Luke's Center for Community Health
- Ned Burns, Sun Valley Board of Realtors
- Aly Brown and Shannon Nichols, The Advocates
- Brooke Pace-McKenna and Naomi Spence, The Hunger Coalition
- Jordan Fitzgerald, Wood River Community Housing Trust

Sustainability Impact:

Community housing houses members of the community locally, ensuring that residents are closer to their places of work, recreation, and other needs. This proximity helps to decrease transportation time (and costs to residents) and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Financial Impact:

None OR Adequate funds exist in account:	Expected LOT and In-Lieu would cover most of these actions, except acquisition of existing buildings and the Ownership and Preservation Program. Staff propose continuing to pursue lodging LOT, grants and alternative funds.

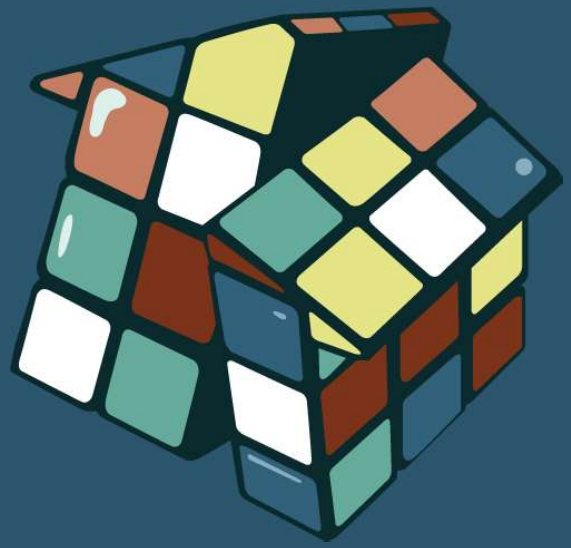
Attachments:

- Progress Update, September 11 presentation
- Progress Update, handout
- Redlined FY25 HAP with commentary
- Proposed FY26 HAP

KETCHUM'S HOUSING EFFORTS

Task Force Update + Workshop
September 4, 2025

Context setting for Ketchum City Council, September 11, 2025



PANDEMIC BOOM EXACERBATES HOUSING CRISIS

SUMMER 2021





Rents have gotten so stratospheric in Ketchum, Idaho, that teachers and hospital workers—some whose families have lived here for generations—are facing homelessness.

JULY 2022

The New York Times

A Town's Housing Crisis Exposes a 'House of Cards'

In the Idaho resort area of Sun Valley, there are so few housing options that many workers are resorting to garages, campers and tents.

SUMMER 2021

Businesses, resort face worker shortages

Managers point to housing crunch, other factors as cause

Greg Foley Jun 16, 2021 28

Idaho Mountain Express



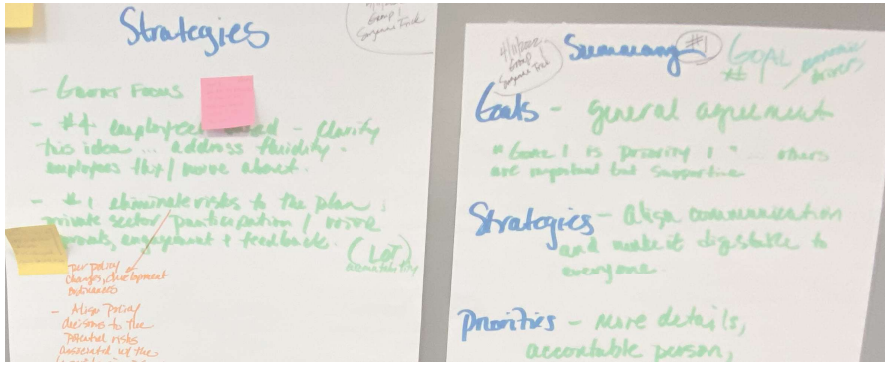
SPRING 2023 | BCHA SURVEY

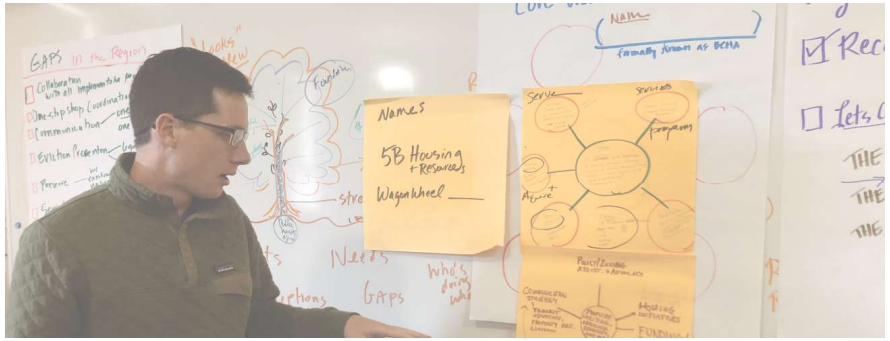
70% of employers have had difficulty hiring due to lack of available housing

256 known lost employees due to housing, averaging 2 per employer surveyed

KETCHUM'S COMMUNITY PLAN INFORMED BY EXTENSIVE PUBLIC + STAKEHOLDER INPUT, 2021-2022







1. CONTEXT

November

- 30+ interviews
- 20 members — Task Force meeting
- 1,117 survey respondents
- OUTPUT: Findings Summary
- OUTPUT: Housing Tooklit

January

2. DEVELOP

January

- 20 members — Task Force meeting
- 15 attendees — Countywide conversation
- 14 attendees — Joint public work session with City Council, P&Z and KURA Board
- 3 in-person, 1 virtual — Open Houses
- 6 sessions — Round 1 of city-led focus groups with retailers, lodging businesses, restaurateurs, and general community members
- 12+ meetings — Implementation partner meetings
- 20 members — Task Force meeting
- OUTPUT: Draft Housing Action Plan

April

3. ACTION

May +

- OUTPUT: Final Housing Action Plan



KEY TAKEAWAYS, 2022

BASIC PRINCIPLES, 2022

PROGRESS TO DATE

DISCUSSION



KEY TAKEAWAYS, 2022

BASIC PRINCIPLES, 2022

PROGRESS TO DATE

DISCUSSION

1 There is a massive shortage of affordable homes in Ketchum.

NEED BY 2032	Historic Growth 1% Annually	High Growth 3% Annually
New Households (population growth)	+227	+546
Housing Units in Poor Condition	*16*	*16*
Households with Severe Overcrowding	*16*	*16*
Cost-Burdened Households	*368*	*368*
Experiencing Homelessness	*36*	*36*
Current Households at risk of displacement or unhoused	+436	+436
Estimated need (preserved, converted, new community housing units)	**663 total**	**982 total**

- population growth is combination of growth with existing conditions (current employers, no new development) and as a result of new construction and new uses (see Nexus Study)

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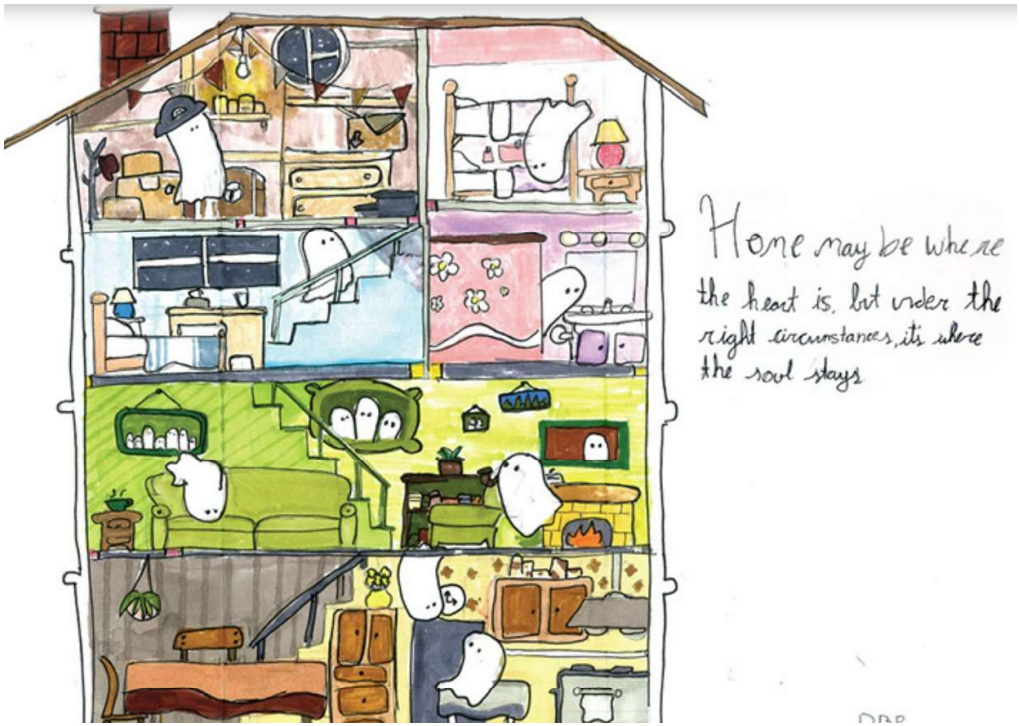
- Doesn't include verbal or month-to-month leases, nor the 335 lost long-term rentals

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- 660 minimum preserved, converted (from STR or seasonal), or new community housing by 2032
- For scale, that's equivalent to 20% to 30% of existing housing stock (on par with peer communities)

2 Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live here.



When Ketchum's Planners went to Hemingway and asked students what they wanted for their town, some said elephants and trampolines, and many said homes for their friends.

1/2 **# of kids in Ketchum under 10 (2010-2024)**

2.5x **# of seniors in Ketchum (2010-2024)**

Over a decade ago, Cannon Beach, Oregon's school closed because of decreased enrollment as families could no longer afford housing there. Today, 80% of their housing stock is seasonal or short–term rented and people who work there don't live there.



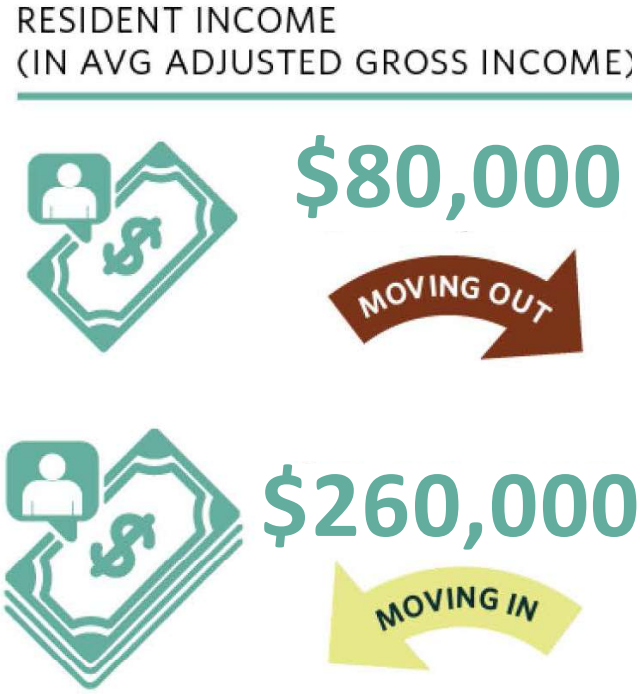
Source: U.S. Census Bureau, ACS 5-Year Estimates; U.S. Internal Revenue Service

2 Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live here.

-22%

lost local 2010 households

335 long-term rental households, primarily didn't convert to ownership



Source: U.S. Census Bureau, ACS 5-Year Estimates; U.S. Internal Revenue Service

3 Our community agrees that there is a housing crisis and wants action.

Most people live here for the quality of life. Without the time to get on the trails after work, meet (and have) friends, or restaurants or service providers, we lose community members.

May 2021

Housing Advocates 'Occupy Town Square'

May 26, 2021 17

Idaho Mountain Express



"**The community is at a tipping point** of being something vastly different than it used to be because people are no longer able to live and work here. **It's affecting the essence of our mountain town culture and what many value in our community.**"
– Scott Fortner, Visit Sun Valley

Oct 2021

Ketchum residents want voters to hold elected officials accountable on the lack of affordable housing

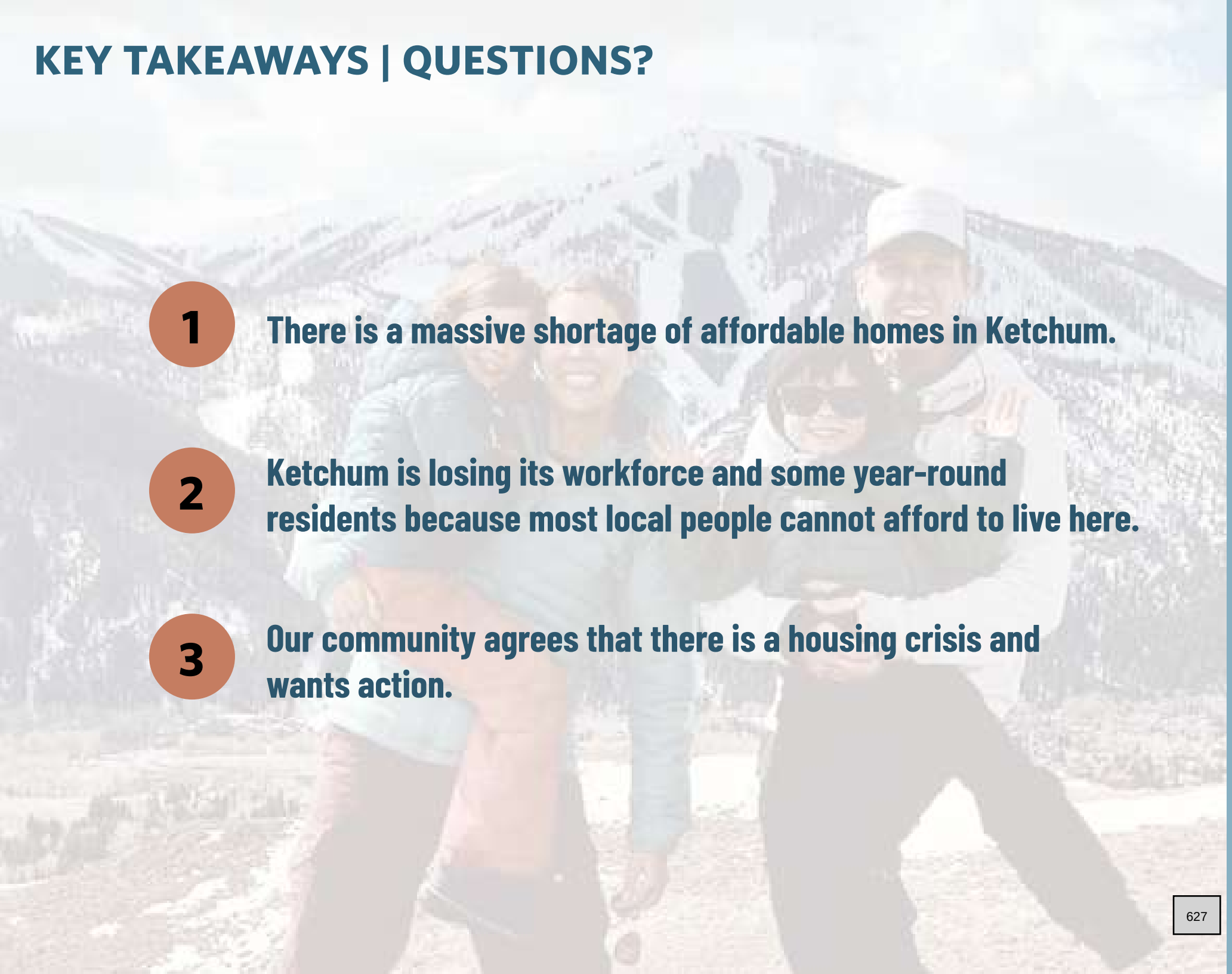
Some residents believe short-term rentals are the root cause of the housing crisis in Ketchum.

KMVT



Community fortitude: A majority of stakeholders interviewed noted that during the last 20 years a number of promising community housing projects were not successful – largely because of community opposition and potentially because other priorities emerged post- Great Recession.

KEY TAKEAWAYS | QUESTIONS?



1. There is a massive shortage of affordable homes in Ketchum.

2. Ketchum is losing its workforce and some year-round residents because most local people cannot afford to live here.

3. Our community agrees that there is a housing crisis and wants action.



KEY TAKEAWAYS, 2022

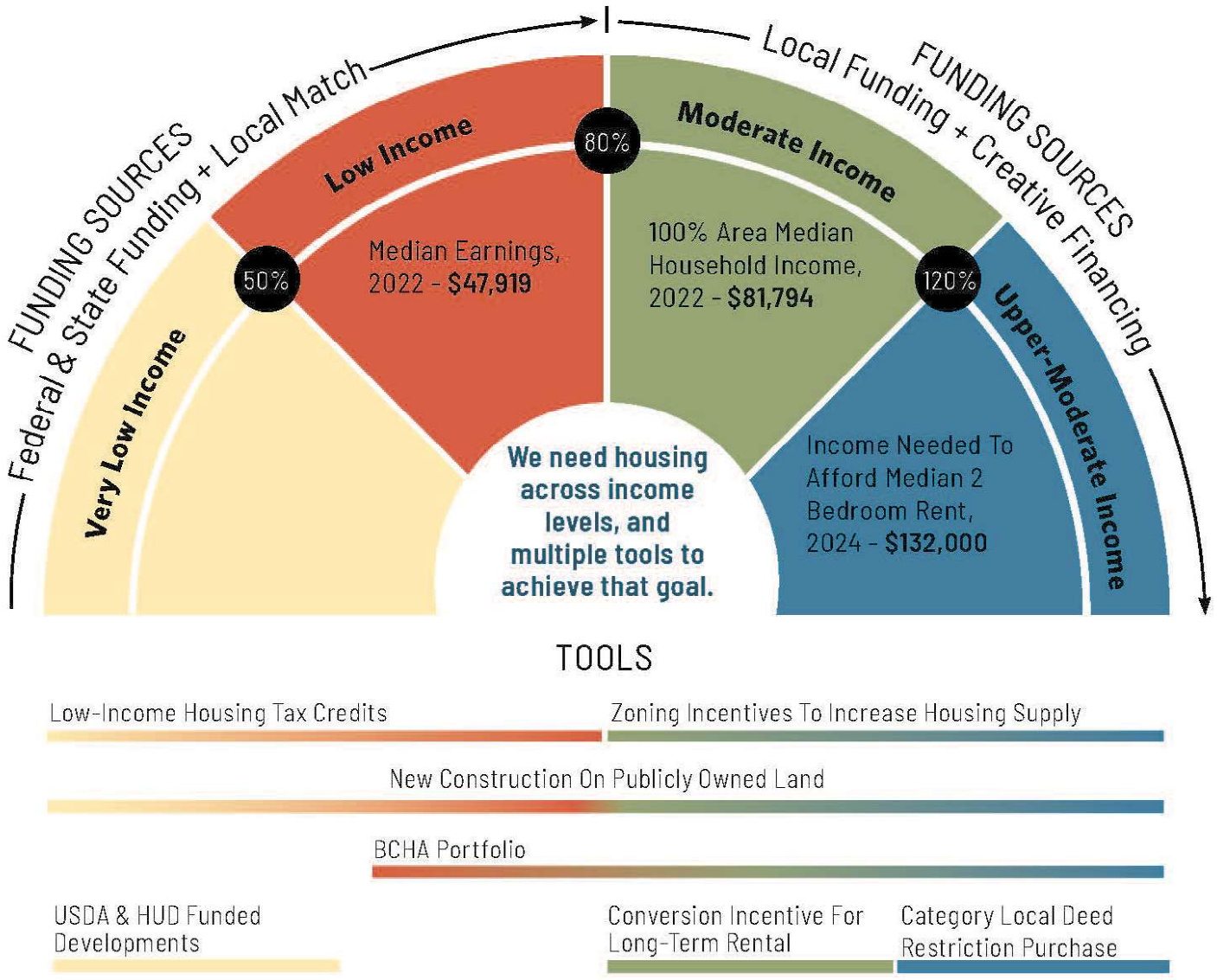
BASIC PRINCIPLES, 2022

PROGRESS TO DATE

DISCUSSION

1 Housing solutions must be cross-sectional and layered to have real impact.

Different tools and funding sources meet different needs and income levels.



2 Working to create effective housing solutions is a continual, iterative process.

LEARNING FROM PEER COMMUNITIES



THE SUMMIT COUNTY COLORADO



TETON COUNTY



PARK CITY 1884

PILOT PROGRAMS & STOP GAPS

Ownership & Preservation Program

LEASE TO LOCALS powered by LANDING LOCALS

Neuro Mediation GROUP

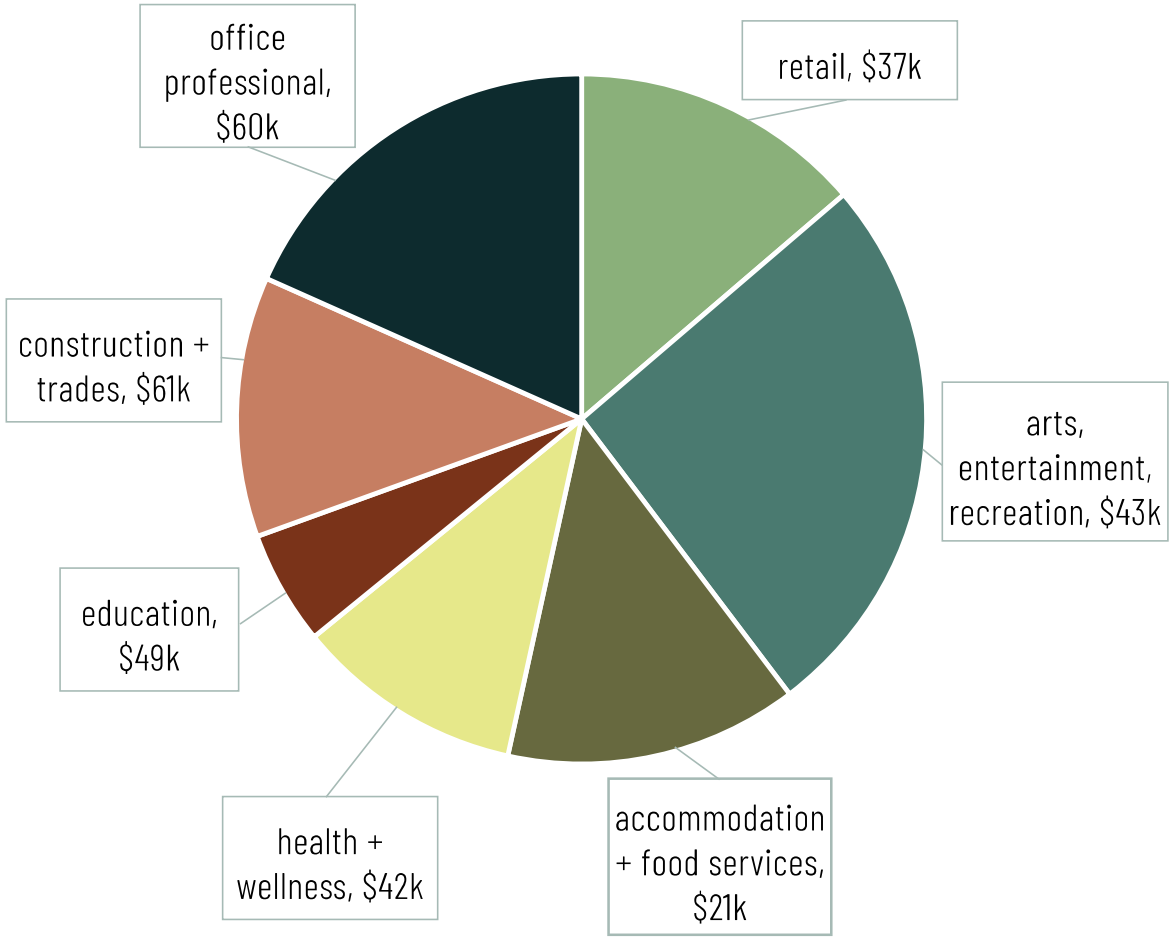
Rental Preservation Program

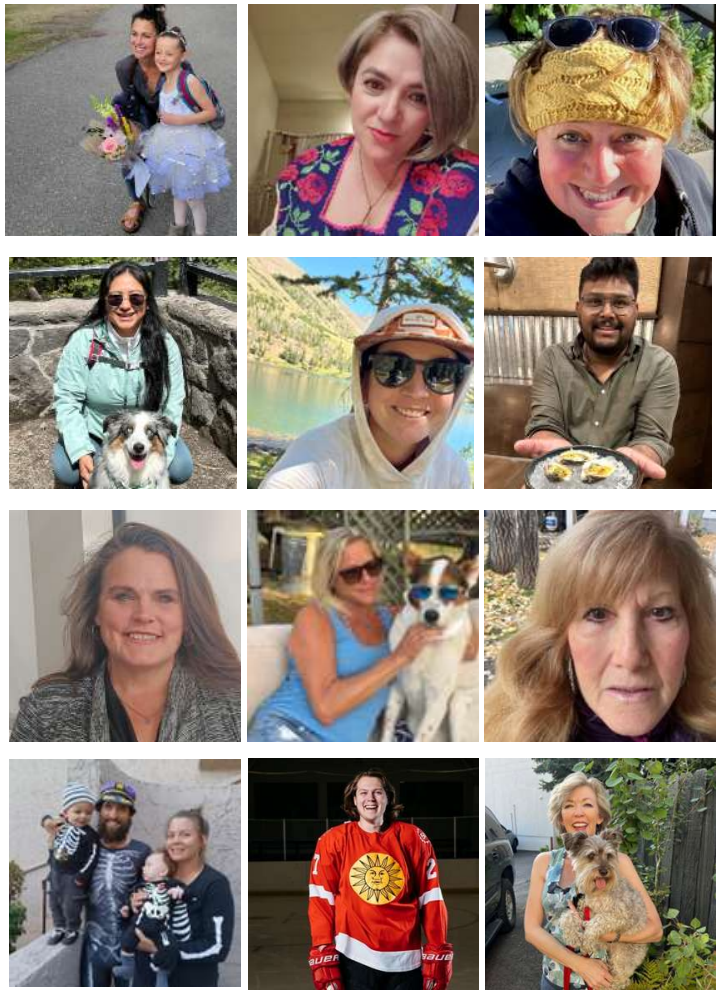
winter shelter

3 A healthy, vibrant community relies on local housing for a range of income levels.

Community housing supports the entire community and economic ecosystem. BCHA's program participants' occupations mutually support each other and the vibrancy of Ketchum. We know many healthcare professionals who will not live here if they can't go out to eat, or if their friends can't afford to live here.

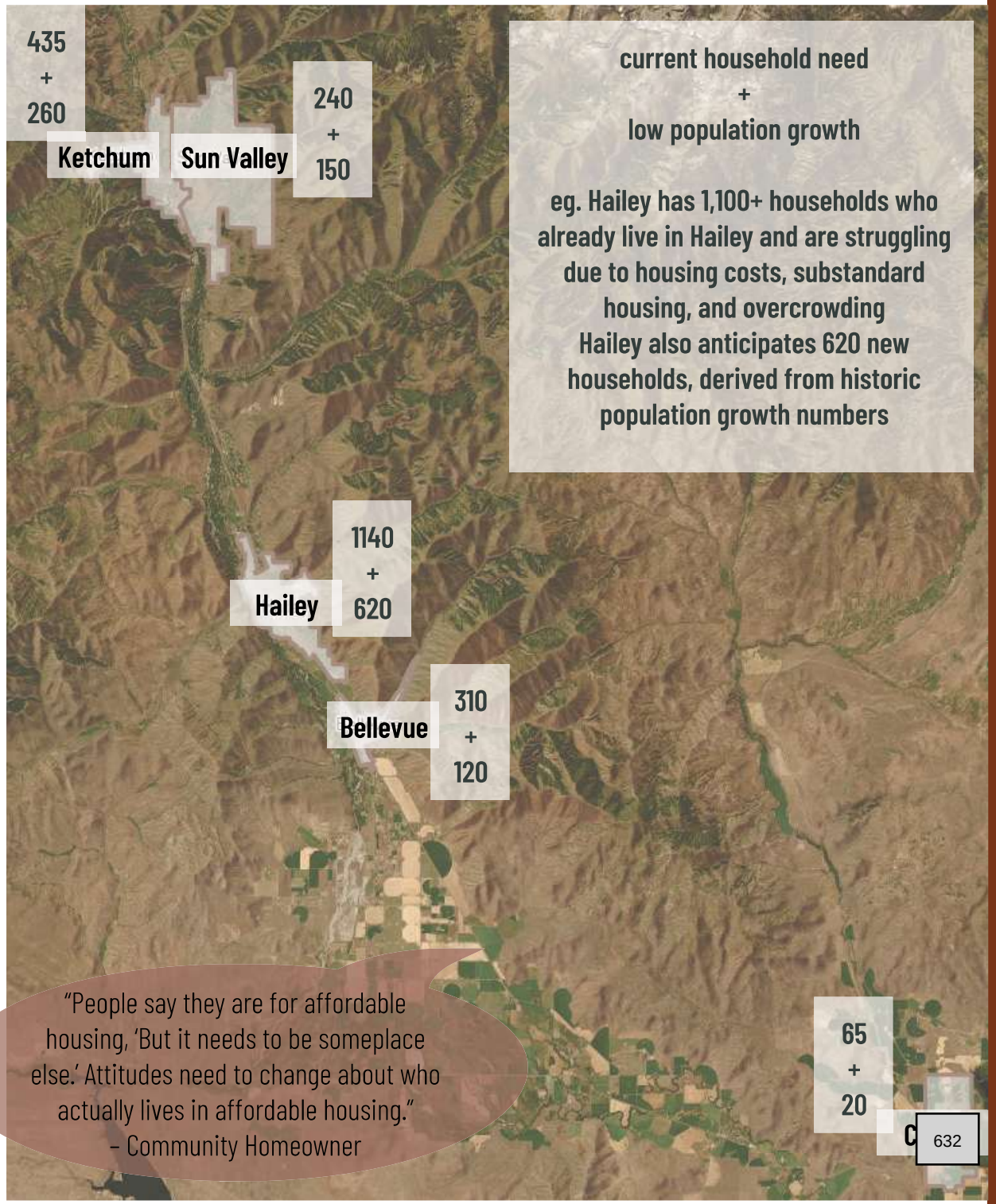
BCHA Community Housing Occupants & Annual Median Earnings





4 Think regionally - act locally.

- Recognition that Ketchum needs to take care of our current residents, as do all of the other jurisdictions. So yes, preservation and construction south *and* north.
- Public hearings south valley highlight resentment towards the north valley in assuming that those southern communities ought to bear the brunt of the crisis caused by Ketchum + SV's economy.
- Among 2023 survey respondents seeking housing, most would leave the community if their only option were in Carey or outside of Blaine County.
- Nearly half would leave if their only housing option were outside of the town centers of Ketchum, Hailey, Sun Valley, or Bellevue.



5 Coordination around a shared vision is imperative.

BLAINE COUNTY HOUSING AUTHORITY

BCHA was the intended facilitator of this vision and has attempted to do this for decades with little success prior to increased funding and Ketchum's contract for services. Previously, it had so few staff that compliance enforcement was spotty, it didnt' get traction with other efforts, and such little funding that staff didn't heave health insurance.



6 Communication, collaboration and accountability build trust and a more activated, informed, and supportive community.

Inaugural plan created by - and for - the community. Intended to have partner implementation efforts.

Ketchum Project Management, Reporting and Accountability Structure		
WHO	**PURPOSE**	**FREQUENCY**
Ketchum Mayor and Council	• Review and approve updated implementation plan and provide overall strategic direction • Review and approve housing-related spending through annual budget process	• Bi-annual meetings to approve updated implementation (May, Dec) • Optional: conduct as part of Joint Work Sessions with Planning & Zoning and KURA Board
City Departments Planning, Administration, Communications, Public Works, etc.	• Directing and working with housing staff on specific housing actions	• Weekly meetings with relevant departments • Quarterly joint meetings with all City Administrators and Planning Directors (approx. Feb, Apr, Aug, Nov)
Implementation Partners Local nonprofits, housing developers, employers, public agencies, etc.	• Coordinate and facilitate efforts beyond the City of Ketchum • Opportunity to review progress toward shared goals, lessons learned and education • Project management	• Meet quarterly (approx. Feb, Apr, Aug, Nov)
Community/Public	• Educate, inform • Receive feedback	• Quarterly reports/newsletter (approx. Mar, May, Sep, Dec) • Open Council meetings • Annual public input

BASIC PRINCIPLES | QUESTIONS?

1. Housing solutions must be cross-sectional and layered to have real impact.
2. Working to create effective housing solutions is a continual, iterative process.
3. A healthy, vibrant community relies on local housing for a range of income levels.
4. Think regionally - act locally.
5. Coordination around a shared vision is imperative.
6. Communication, collaboration and accountability build trust and a more activated, informed, and supportive community.



KEY TAKEAWAYS, 2022

BASIC PRINCIPLES, 2022

PROGRESS TO DATE

DISCUSSION

PROGRESS UPDATE | FY25 COMPLETENESS

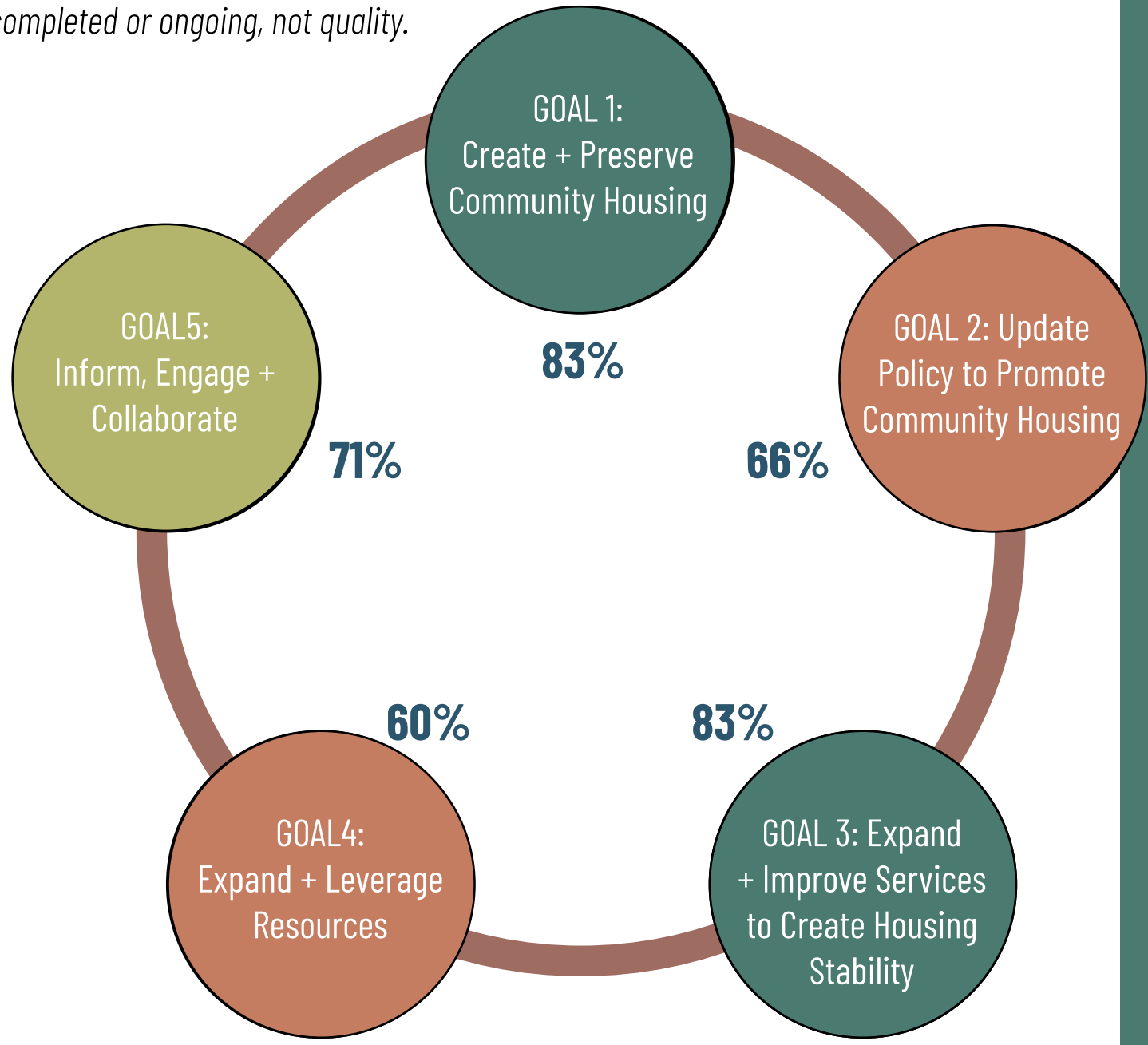
Scores are based on % of actions completed or ongoing, not quality.

FY25 Overarching Theme

be more operationally efficient + effective, rather than adding new programs

FY26 Proposed Theme

diversify funding sources + improve communications



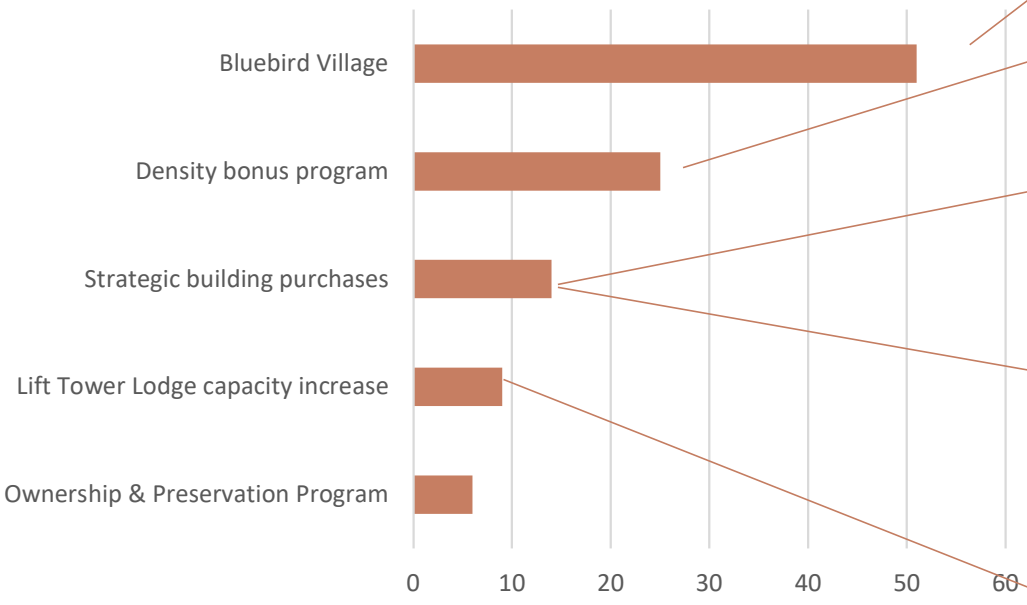
GOAL 1:
Create + Preserve
Community Housing

PROGRESS UPDATE

83% COMPLETE OR ONGOING
17% IN PROCESS

2032, new community homes **660**

3-year Progress **16%**



Fully leased up in 2 weeks with locals, 90-95% work in Ketchum









new effort to preserve existing buildings - limited funding





New construction

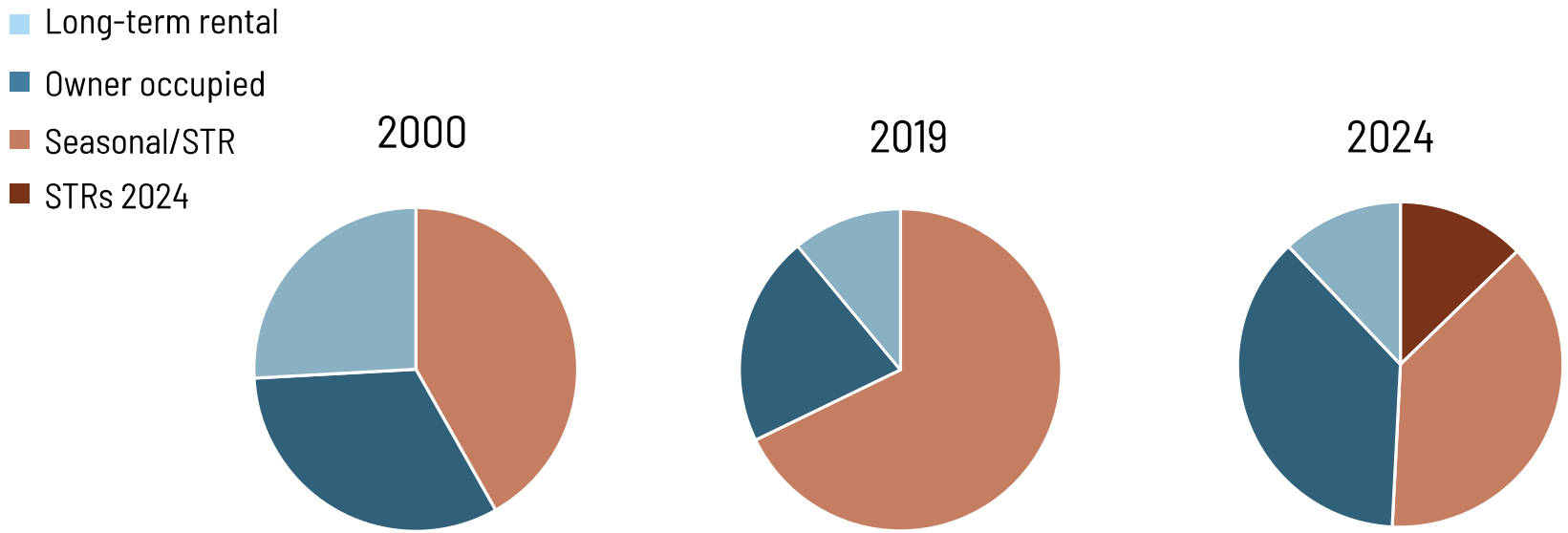
- Develop new construction pipeline:
  - 1st & Washington (~64 homes)
  - Explore YMCA with parking
  - Identify parcels for acquisition
  - Dialogue w/ significant site owners
- RFP next parcel for development

GOAL 1:
Create + Preserve Community Housing

Progress on this goal not reflective of overall purpose - this change in housing stock is primarily due to older, wealthier residents moving in.

2032, occupied housing stock **60%**

3-year Progress **52%**



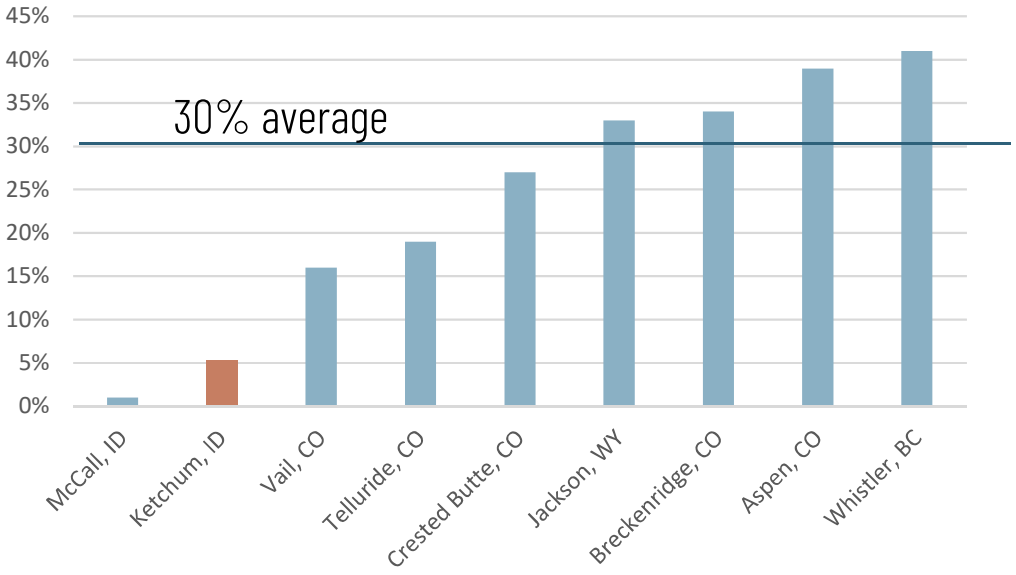
Source: U.S. Census Bureau, ACS 5-Year Estimates

GOAL 1:
Create + Preserve
Community Housing

As a destination community, when housing becomes too challenging, residents have and will continue to look to peer communities for a similar lifestyle and find that it is easier to find affordable, stable housing elsewhere.

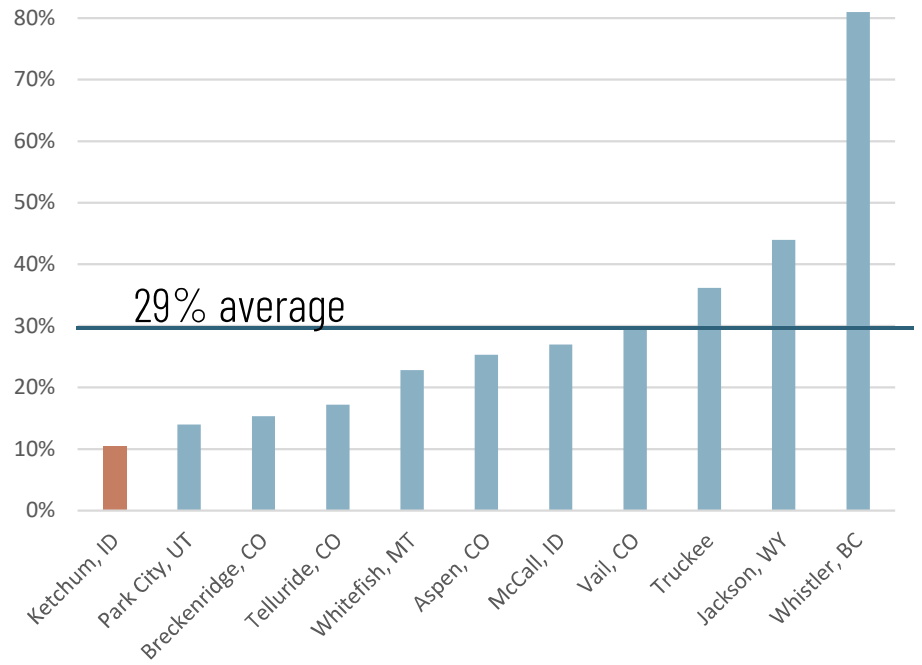
Housing staff also hears regularly from peer + non-peer communities that the extreme political pushback here makes it vastly more difficult to fix a tractable problem.

2032, % of homes restricted **30%** **3-year Progress** **+2%**



Source: Direct correspondence with local governments

2032, % of workforce lives in town **40%** **3-year Progress** **+3.5%**



Source: U.S. Census Bureau, ACS 5-Year Estimates

GOAL 1:
Create + Preserve
Community Housing

BLAINE COUNTY HOUSING AUTHORITY

program integrity dependent on applicant screening, database management, annual compliance checks and compliance enforcement

BLAINE COUNTY HOUSEHOLDS ON WAITLIST	**10%**
OUT OF COMPLIANCE OWNERS, RENTERS, LANDLORDS ANNUALLY	**5-10%**



GOAL 2: Update Policy to Promote Community Housing

PROGRESS UPDATE

66% COMPLETE OR ONGOING
22% IN PROCESS

Staff and the Housing Action Plan support Draft 2 of the Comprehensive Plan. Surveys, focus groups, walking tours (2024) also generally supportive of Draft 2 that outlines how new construction would match existing, on the ground density if and only if the primary use is community housing. Even though these existing uses are non-conforming with current zoning and have much lower density maximums.

COMPREHENSIVE PLAN UPDATE, DRAFT 2 TO DRAFT 3

Height

Reducing the height description in the Low Density Residential and Medium Density Residential land use
categories from three stories to two stories. Current zoning allows up to three stories.

- The height descriptions would be revised to read: *"Up to two stories pursuant to design standards/guidelines."*
- This change impacts the number of community homes.

Medium Density Residential

Removing "smaller multi-family residential" from the primary use description in Medium Density Residential. The description would read:

- Primary Uses: small single-family homes, duplexes, and townhomes

Reducing maximum density (only allowed with Community Housing as primary use) from 18 to 11. 18 matches what is physically already in the neighborhood, even though it is above current zoning. Draft 3 of the plan now reads:

> *"Density should be generally five to 11 dwelling units per acre. Additional density for deed restricted community housing that is compatible with the neighborhood may be considered. Minimum/ maximum unit sizes will be required moving forward."*

GOAL 3: Expand + Improve Services to Create Housing Stability

PROGRESS UPDATE

83% COMPLETE OR ONGOING

BLAINE COUNTY HOUSING AUTHORITY

prevent displacement & assist 100 households annually with stability **100**

FY2025, households that live/work in Ketchum **235**

3% **County residents experiencing homelessness**

Includes living in car/place not meant for habitation, couch-surfing, domestic violence.

Doesn't include verbal or month-to-month leases or long-commutes.



Local mom works in healthcare and hospitality. Moved into Lift Tower Lodge to escape violence & now has permanent housing at Bluebird Village.

SOURCE: BCSD (145 children qualified and can only qualify for 1 school year, Superintendent estimates the actual number is double); BCHA Common Intake Form

GOAL4:
Expand + Leverage Resources

PROGRESS UPDATE

60% COMPLETE OR ONGOING
20% IN PROCESS

Secured funding, annually **$6-8m**

FY2025 **$3.8M**

Substantial Ketchum Housing Revenue Sources	
BCHA reimbursement	$260,000
County support for BCHA	$150,000
General Fund	$500,000
In-Lieu Fund	$500,000
0.5% LOT	$1,300,000

excludes ~$200k staff time

Substantial BCHA Housing Revenue Sources	
Ketchum support	$400,000
County support for BCHA	$150,000
One-time sale	$220,000
Silvercreek Rental Income	$300,000
Grants	$40,000

GOAL 5:
Inform, Engage + Collaborate

PROGRESS UPDATE

71% COMPLETE OR ONGOING
14% IN PROCESS

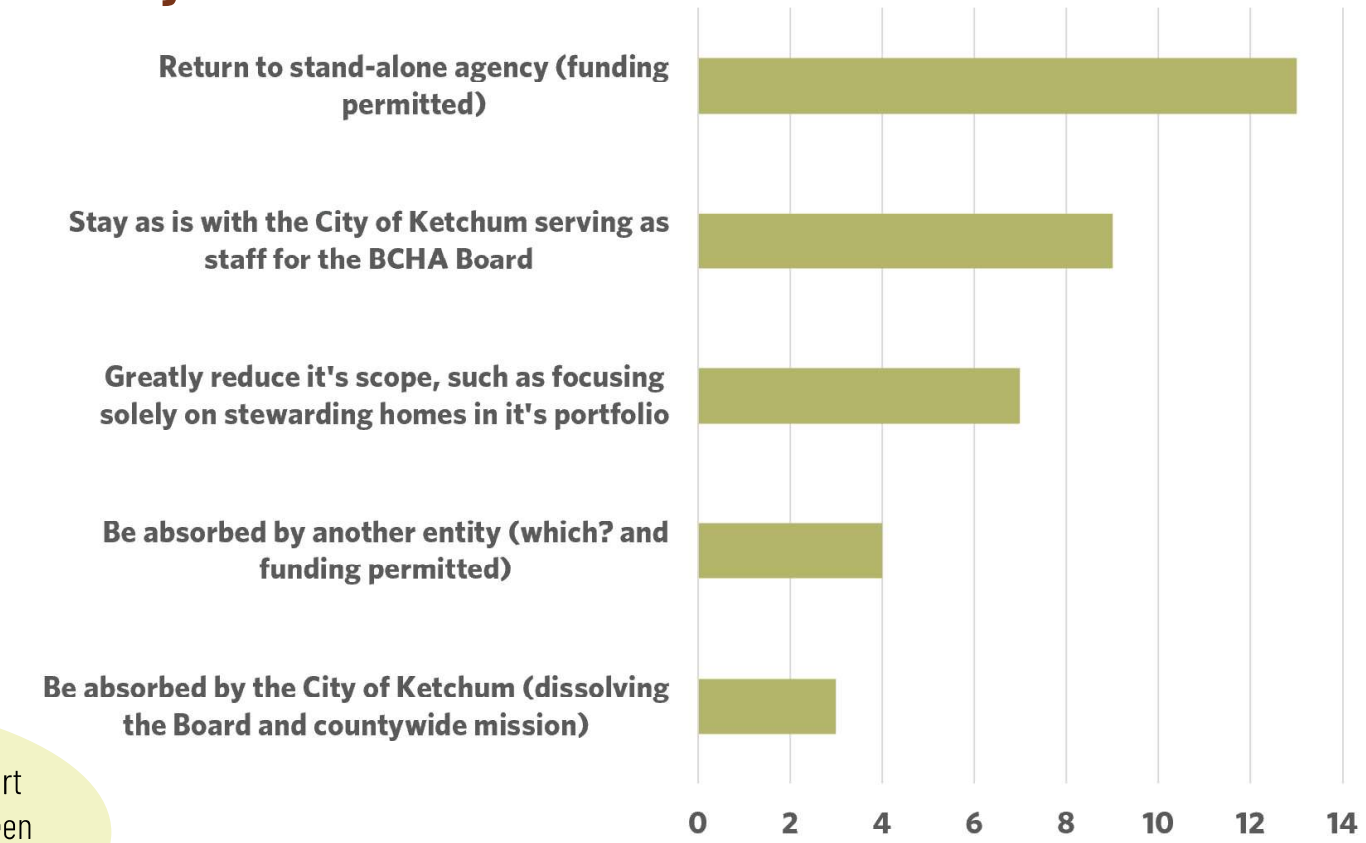
BLAINE COUNTY HOUSING AUTHORITY

2032, % housing funds used countywide **20%**

FY2025 **6%**

- Fully staffed as of January, 2025. Absorbed 3 contractors' responsibilities.
- Missing efforts for strong housing ecosystem:
  - coalition
  - YIMBY organization
- BCHA Directors back to 2008 question BCHA's viability as standalone entity.

BCHA Organizational Structure



There's never been sustained, reliable support from local governments and there's always been significant political pushback. It's not you. It seems worse now. - former BCHA Directors

PROGRESS UPDATE | FY25 COMPLETENESS

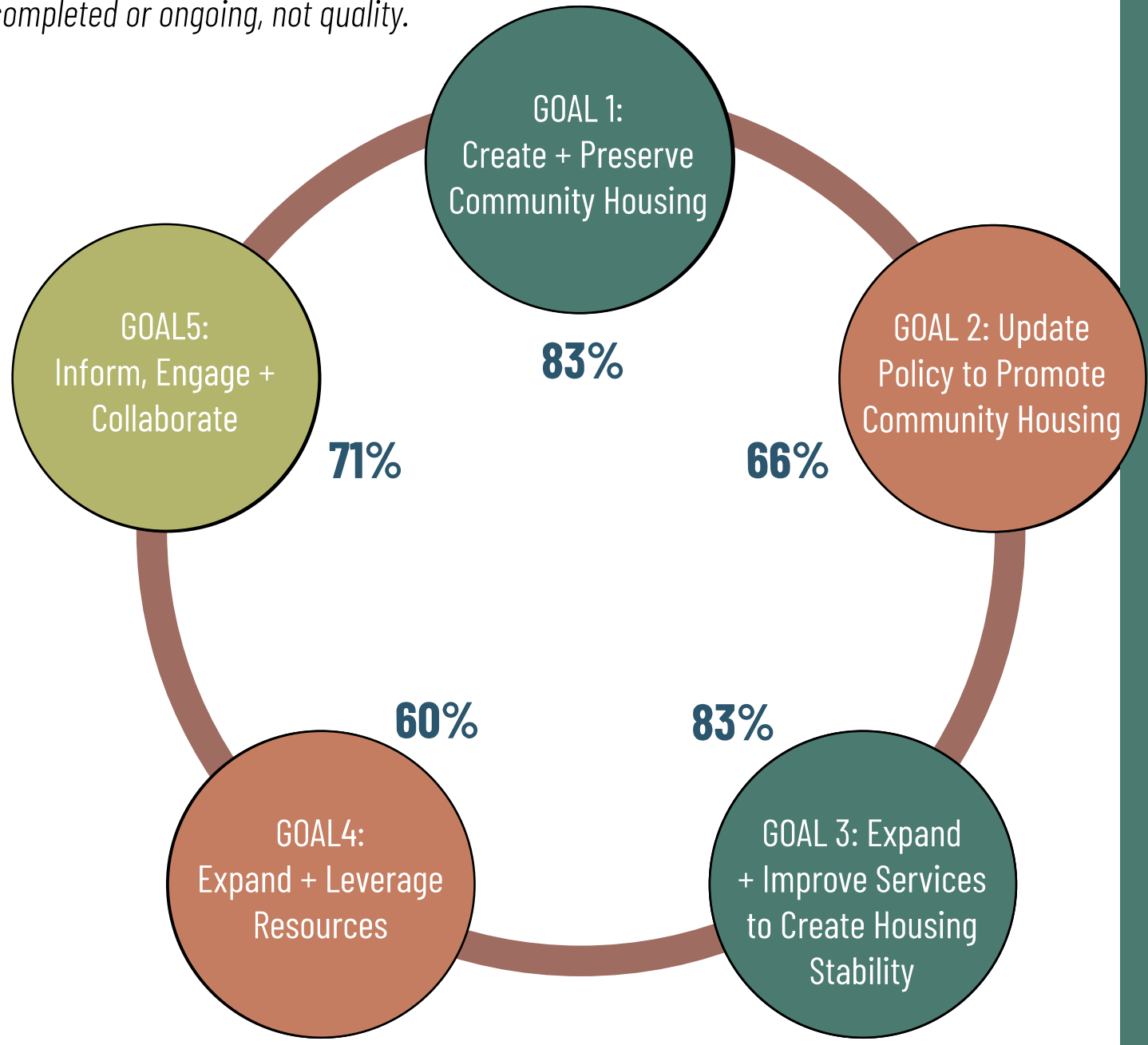
Scores are based on % of actions completed or ongoing, not quality.

FY25 Overarching Theme

be more operationally efficient + effective, rather than adding new programs

FY26 Proposed Theme

diversify funding sources + improve communications





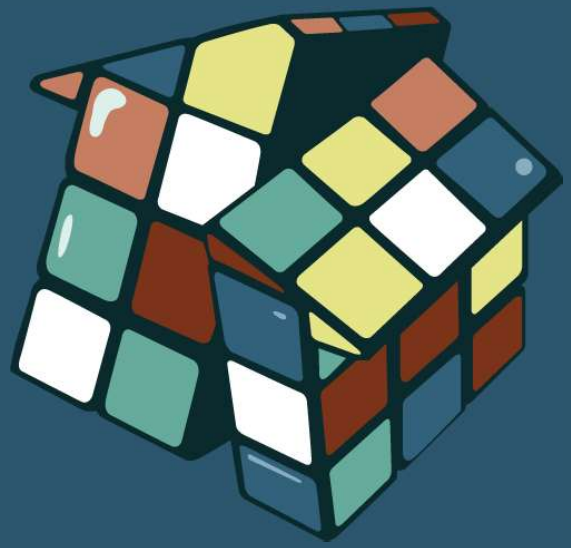
KEY TAKEAWAYS, 2022

BASIC PRINCIPLES, 2022

PROGRESS TO DATE

DISCUSSION

THANK YOU



HOUSING ACTION PLAN

Guiding city-led housing solutions

YEAR 3 PROGRESS

October 2024-September 2025

Learn more: projectketchum.org

2022 KETCHUM NEEDS ASSESSMENT SUMMARY

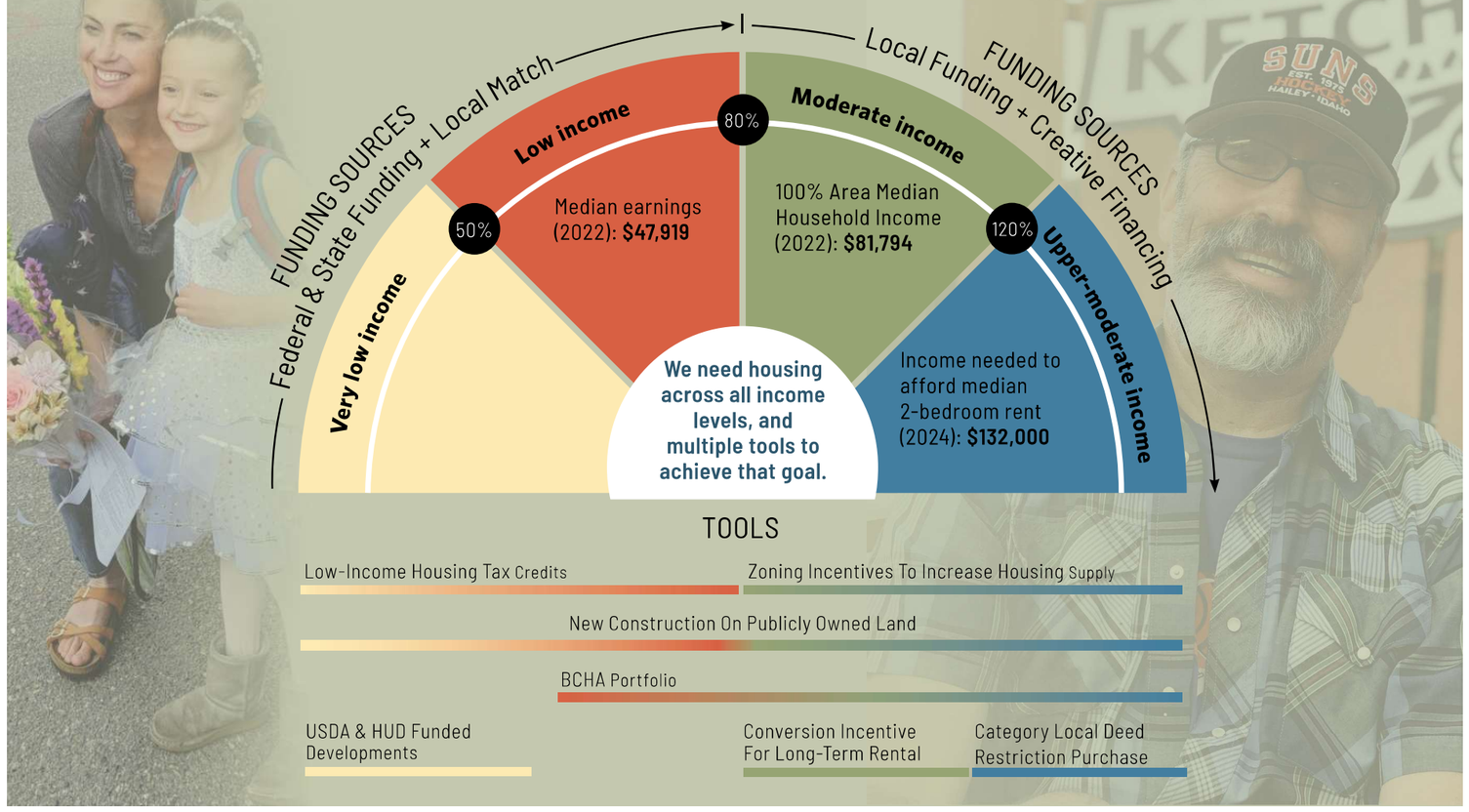
The City of Ketchum contracted consulting firm Agnew::Beck to conduct the 2022 Blaine County Housing Needs Assessment to understand the currently unmet and projected 10-year housing needs in the county, along with the community's general housing challenges and goals. A countywide approach was taken, recognizing that housing challenges are interconnected between jurisdictions in the county and the most effective solutions would need to be coordinated region wide. Housing needs were defined both by those without housing and those with unstable housing, including living conditions that are crowded, substandard, or causing cost burdens.

1. There is a massive shortage of affordable homes in Ketchum. 660 preserved, converted, or built homes in Ketchum are needed by 2032 (4,700 countywide).
2. Ketchum is losing its workforce and long-time residents because most cannot afford to live here.[1]
3. Our community agrees that there is a housing crisis and wants action.[2]

ACCOMPLISHMENTS TO DATE

- 105 community homes in Ketchum constructed, preserved, or converted since 2022
- 7 Ketchum community homes in progress
- Directly assisted 235 households who live &/or work in Ketchum experiencing housing instability or are unhoused
- Raised $3.8 million in funding for housing efforts
- 6% of funds used countywide

HOUSING NEEDS AND TOOLS TO ACHIEVE THAT GOAL[3]



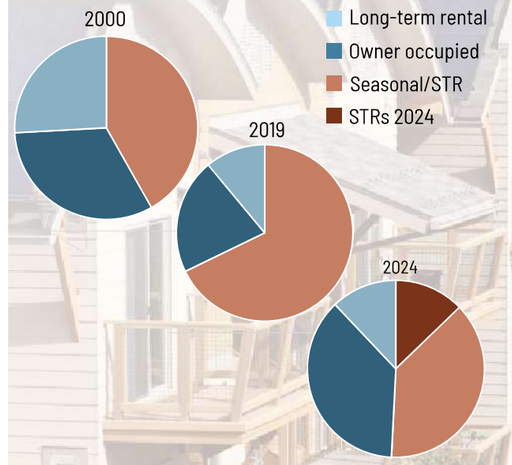
GOAL 1: PRODUCE + PRESERVE HOUSING

Act to create and preserve affordable housing for our local workforce and community.

Preserve, convert, or build at least 660 homes in Ketchum by 2032.

This estimated demand is primarily comprised of community members who are at risk of displacement or are unhoused. It does not include the 340 "lost" renter households (22% of local households) from 2010 to 2019 or those on verbal and month-to-month leases. Increased occupancy since the pandemic boom reflects an older, wealthier population.

There are about the same amount of short-term rentals as long-term rentals in Ketchum.[4]



Median Sales Price, Ketchum, 2018 - 2024 **3X**

Est. Income Needed to Afford Median Sales Price, Ketchum 2024 **$630k**

Year 3 actions

☐ in progress
■ ongoing / complete
☐ not started

New construction

- ■ Develop new construction pipeline:
  - 1st & Washington (~64 homes)
  - Explore YMCA with parking
  - Identify parcels for acquisition
  - Dialogue w/ significant site owners
- ■ RFP next parcel for development

Preservation

- ☐ Pursue historic preservation of Forest Service Park big house
- ■ Identify buildings and strategy for preservation
- ■ Continue pilot ownership + preservation program (include charitable sale)

Conversion

- ■ Continue Lease to Locals program

Backburner

- ☐ Create lease template and how-to-guide for prospective landlords
- ☐ Increase number of occupied ADUs
  - outreach to homeowners
  - pilot incentives
- ■ Explore light preservation program
- ☐ Outreach for right of first refusal

10 Year performance measures	May 2022	Sept. 2025
Minimum of 660 preserved, converted, new community housing	0	104
At least 60% of housing stock is occupied long-term	30%	52%
At least 30% of housing stock are legally restricted community homes	3%	5%
40% of Ketchum's workforce can live in Ketchum	7%	10.5%

1. *U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.*
2. *Ketchum Matters Community Housing Survey + Stakeholder Interviews, Nov. 2021-Jan.2022.*
3. *U.S. Census Bureau: ACS 5-Year Estimate 2019; Blaine County Housing Authority, fiscal year 2021.*
4. *U.S. Census Bureau: ACS 5-Year Estimates (2023); Ketchum Business License data*
6. *Ketchum, 2014 Comprehensive Plan.*
7. *Blaine County Housing Authority, fiscal year 2019 and 2021. Based on Idaho Mountain Express advertisements.*
8. *U.S. Census Bureau: ACS 5-Year Estimates, City of Ketchum building permit data*
9. *U.S. Census: ACS 5-Year Estimates (2010, 2019, 20 Decennial Census Redistricting Data (2020); U.S. I Revenue Service; Economic & Planning Systems.*

GOAL 2: UPDATE POLICY TO PROMOTE HOUSING

Create policies that boost community housing supply while aligning with other Comprehensive Plan goals like sustainability, diversity, and aging in place.[5]

Only upper-income households can really afford the 'market.' Ketchum's high property sale and rental prices make market-rate housing affordable only for upper-income households, with median rent requiring over $107,000 in annual income.[6]

Pandemic population boom accelerated trends with historical growth at about 1% annually and 2020 growth at about 25%.[7]

Ketchum's population is older and wealthier since 2010.[8]

2.5x → # of seniors

Average Resident Income **Moving Out** of County **$80k**

0.5x → # of kids under 10

Average Resident Income **Moving In** to County **$260k**

10 Year performance measures

Supports all targets

Year 3 actions

- ⊟ in progress
- ■ ongoing / complete
- ☐ not started

Zoning

- ■ Develop code change work plan
- ■ Meet with partners regularly to obtain process improvement feedback
- ⊟ Explore priority processing and incentives for projects that serve the Housing Action Plan
- ■ Monitor Tiny Homes on Wheels progress in other jurisdictions
- ⊟ Update density bonus program, including requiring adjusted dues and assessments in HOA's CC&Rs

State and Federal Policy

- ■ Identify state-level policy changes
- ■ Identify federal-level policy changes

Short-term rentals

- ■ Monitor Lava Hot Springs case

Stability and access

- ■ Financially support an Analysis of Impediments to Fair Housing Choice. Identify + implement policy changes from the analysis

Backburner

- ☐ Propose non-discrimination ordinance for source of income, including rental assistance and social security
- ☐ Propose relocation and displacement ordinance

GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

Address immediate needs of those who are unhoused and at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse those in need, and prevent future displacement throughout the region. Maintain a healthy balance of short-term/visitor lodging and resident-occupied housing.

3% **Local residents experiencing homelessness**

40% **Households countywide are at risk of displacement**, because they are

- cost burdened (paying more than 30% of income on housing)
- in substandard housing
- are overcrowded
- are experiencing homelessness
- are on verbal or month-to-month leases [10]

55% **Locals seeking or expecting to need housing who have no right to their home in 30 days.** [10]

Housing instability is creating financial, social, and emotional challenges for residents across the valley. [12]

9. Blaine County Housing Authority Common Intake Form August, 2025; BCSD 2024-2025 School Year estimates ~300 children.
10. Blaine County Housing Survey, 2023
12. Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022

10 Year performance measures	FY25 Status
Prevent displacement and assist 100 households annually	235 households (live or work in Ketchum)

Year 3 Actions

- ⊟ in progress
- ■ ongoing / complete
- ☐ not started

Homelessness

- ■ Financially support master leasing opportunities
- ⊟ Convert, acquire, or construct new transitional housing
- ■ Hire new Program Administrator with property management experience
- ■ Advocate + expand Section 8

Supportive Services

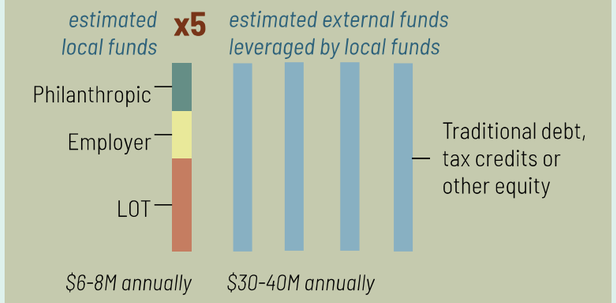
- ■ Continue to financially support mediation program
- ■ C ontinue to financially support Blaine County Charitable Fund

GOAL 4: EXPAND + LEVERAGE RESOURCES

Increase resources—both funding and land—from a range of public and private sources to support Action Plan goals.

Resources needed: $6-8 million annually ($60 million total)

The more local resources devoted to housing, the more investment can be leveraged.



20% **Percent of city housing funds to be allocated for significant county-wide developments or programs.**

10 Year performance measures	FY25 Status
Secure $6-8M annually of local funds	$3.8 million

Year 3 Actions

- ⊟ in progress
- ■ ongoing / complete
- ☐ not started

Local Gap / Match Funds

- ☐ Map vacant and Naturally Occurring Affordable Housing (NOAH) inventory
- ☐ Secure additional lodging LOT funds for preservation
- ■ Update in-lieu fee

Leverage Other Resources

- ■ Secure state/federal/county funds
- ■ Contract for + use grant writing

Backburner

- ☐ Facilitate employer-sponsored housing

GOAL 5: INFORM, ENGAGE + COLLABORATE

Invest in building local capacity and regional partnerships to make informed decisions about, and execute on, housing action. Support ongoing communications to increase coordination and effectiveness, targeting the public, other jurisdictions, and implementation partners.



10 Year performance measures	FY25 Status
• Achieve minimum of 51% satisfaction/public approval of action, coordination, and results	TBD Spring 2026
• Allocate 20% of Ketchum housing funds county-wide	6% (BCHA staffing not reimbursed)

Year 3 Actions

- ⊟ in progress
- ■ ongoing / complete
- ☐ not started

Community Feedback

- ☐ Determine perception on efforts
- ■ Table at events + in preparation of developing on public land

Implementation Vision + Capacity

- ⊟ Create Year 4 Housing Action Plan
- ■ Increase staff capacity through filling open positions, targeted training, and greater operational efficiency
- ■ Clarify, document, and improve processes

Community Education

- ■ Transparent budgeting, annually
- ☐ Quarterly progress report + monthly City Council updates

Backburner

- ⊟ Develop education and calculator for in-lieu fee
- ☐ Outreach + education to HOAs with and without community housing

KETCHUM'S REDLINED FY25 HOUSING ACTION PLAN

October 20, 2025

GOAL 1: PRODUCE + PRESERVE COMMUNITY HOUSING		
OBJECTIVES	**FISCAL YEAR 2025 ACTIONS**	**NOTES**
1. New construction	Develop new construction pipeline: - Finish financial feasibility analysis of moderate-income and Category Local construction - 1st & Washington (~64 homes) - Explore YMCA with parking - Identify parcels for acquisition - Continue to dialogue w/ significant site owners (Albertsons/Kroger, Simplot, SV Co.)	Financial feasibility analysis ready in the next few months
	RFP ~~next parcel for development~~ small, city-owned, scattered sites for Category Local ownership	Likely most feasible (financially + politically)
2. Preservation	Pursue historic preservation of Forest Service Park big house	Initial work in progress
	~~Identify buildings and strategy for preservation.~~ Strategically purchase at-risk condos + apartments, including Naturally Occurring Affordable Housing	Need recurrent, reliable funding source
	Continue to support BCHA by providing funding + staff time, including maintaining a Program Administrator with property management experience	BCHA stewards existing homes: application assistance, qualification review, annual compliance checks + enforcement
	~~Explore~~ Continue compliance on light preservation program (incentive for existing long-term rentals)	Outsourced to Placemate, who has the infrastructure + processes specific to program
~~3. Conversion to locally occupied~~	~~Continue Lease to Locals program.~~	Remaining compliance and funding to be sent this year, via Placemate
4. ~~New construction,~~ Preservation + conversion	~~Pilot~~ Continue Ownership + Preservation Program (include charitable sale).	Need recurrent, reliable funding source
BACKBURNER	Explore financial incentives in new, market-rate development (like McCall)	City gives $20k in exchange for Local deed covenant
	Outreach for right of first refusal	Ensures apartment owners are aware of the City's interest in potentially purchasing, including charitable sales, to avoid displacement and/or demolition for luxury development.
	Create lease template & how-to-guide for prospective landlords	
	Increase # of occupied ADUs - outreach to homeowners - pilot incentives	
	New construction - 1st & Washington (~64 homes) - ~~Explore~~ RFP YMCA with parking - RFP Lift Tower Lodge	Due to fallout of 1st and Washington and South YMCA, staff recommend holding until there is a clear path forward with Council support. This would entice more quality developers to apply to any RFPs.

GOAL 2: UPDATE POLICY TO PROMOTE COMMUNITY HOUSING		
OBJECTIVES	**FISCAL YEAR 2025 ACTIONS**	**NOTES**
1. Zoning code	~~Develop code change work plan~~	
	Continue to meet regularly with partners to obtain feedback for process improvements	Planning Dept facilitates regular Technical Advisory Group meetings.
	Explore priority processing and incentives for projects that serve the HAP	Part of the first installment of code changes in Phase 3 code update work.
	Continue to monitor progress on Tiny Homes on Wheels in other jurisdictions	Hailey program has resulted in 5-6 permitted THOWs, which must be long-term (31+ days) occupied. Have found that they are being occupied long-term. Application process can be tedious / costly for owners, with THOWs inspected and reviewed as structures, not vehicles.
	Update density bonus program,~~ including requiring adjusted dues and assessments in HOA's CC&Rs~~	Adjusted dues and assessments are now a requirement for new construction and are included in BCHA's policies. Density bonus program will be part of Installment 1 of Phase 3 updates to the zoning code.
2. State & federal policy	Identify + advocate for state-level policy changes	Ketchum is an active participant in the Resort Cities Coalition, working with lobbyests on a range of issues.
	Identify + advocate for federal-level policy changes	Staff have relationships with all federal representative offices and toured their staff around Ketchum's prominent housing sites this Summer.
3. Short-term rentals	~~Monitor~~ Analyze impact of Lava Hot Springs case	Idaho Supreme Court overturned ordinance prohibiting non-owner occupied STRs in residential neighborhoods, ruling in favor of the Association of Realtors
4. Stability & access	~~Financially support an~~ Analysis of Impediments to Fair Housing Choice. Identify + implement policy changes from the Analysis of Impediments to Fair Housing Choice	Public presentation on report December 9, potential Council presentation Dec. 1
BACKBURNER	Propose non-discrimination ordinance for source of income, including rental assistance and social security	
	Propose relocation & displacement ordinance	

GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY		
OBJECTIVES	**FISCAL YEAR 2025 ACTIONS**	**NOTES**
1. Emergency & homelessness	Financially support or continue to guarantee master leasing, conversion, acquisition, or new construction of transitional housing ~~opportunities~~	Analyzing improved scenarios at Silvercreek for Council review of Ketchum's Letter of Credit. Silvercreek cost about $3k per person served last fiscal year. Estimated annual savings in Ada County for housing unhoused is about $53k per person + about 3 days in emergency services. Silvercreek served 111 people and Lift Tower Lodge 58 people with household members who work in Ketchum in FY25 (96 and 22 households, respectively).
	Convert, acquire, or construct new transitional housing	
	~~Hire new Program Administrator with property management experience.~~	
2. Supportive services	Continue to financially support mediation program	Assisted 45 people last fiscal year (about $825 per person). 22 people were able to renew their leases or extend their stay as they found alternative housing. 23 people were coached in conflict resolution outside of formal mediation and/or referred to other resources.
	Continue to financially support Blaine County Charitable Fund	In FY25 served 298 individuals living and/or working in Ketchum. Greatest cause of housing instability was unexpected expenses (including move-in costs). Ketchum provides $50k annually.
BACKBURNER	Advocate for expansion of Section 8 (tenant-based rental assistance)	A costly short-term intervention. Limited applicability in Blaine County with ~25 recipients due to such high rents. In such a small market, could be detrimental to overall pricing.

GOAL 4: EXPAND + LEVERAGE RESOURCES		
OBJECTIVES	**FISCAL YEAR 2025 ACTIONS**	**NOTES**
1. Local match / gap funds	~~Map vacant parcel and Naturally Occuring Affordable Housing (NOAH) inventory~~	Parcel map completed by Planning team. NOAH inventory identified 250 apartments as parcels with 4+ apartments. About 1/2 of those are already restricted.
	Secure additional lodging LOT funds for preservation	Could support OPP and acquisition of at-risk condos and apartments
	Update in-lieu fee during annual budget cycle	Also aligns with annual income update by BCHA.
	Use PRO Housing fund on one acquisition or new development	Committed to about $2.3mil being used by 2029 to facilitate building or acquiring about 120 restricted apartments for households earning less than 80% area median income
2. Leverage other resources	Secure state/federal/county funds	State and federal funds currently limited to supporting households 80% area median income and below. Staff advocate for moderate-income funding.
	Contract for + use grant-writing services	Continue contract with Housing Policy & Program Strategist
BACKBURNER	Facilitate employer-sponsored housing	

GOAL 5: INFORM, ENGAGE + COLLABORATE		
OBJECTIVES	**FISCAL YEAR 2025 ACTIONS**	**NOTES**
1. Community feedback	Determine perception on efforts	Ketchum survey this winter 2026.
	Table at events + in preparation of developing on public land	Held open houses for Lift Tower Lodge and South YMCA RFP.
2. Implementation vision + capacity	Create ~~Year 3~~ FY27 Housing Action Plan	Annual work plan
	~~Increase~~ Maintain staff capacity through ~~filling open positions,~~ targeted training and greater operational efficiency	Need capable, adequate staffing to run any programs.
	Continue contract for services with BCHA and support their outreach and collaboration efforts	
	Clarify, document, and improve processes	Led by Housing Operations Manager hired last Fall.
3. Community education	Continue transparent budgeting, annually	Led by City Treasurer.
	~~Quarterly~~ Bi-annual progress report to~~, newsletter +~~ City Council ~~updates.~~	Propose reduction in commitment to a check-in halfway through the fiscal year, given Council agenda size and staff capacity.
	Bi-monthly newsletter	Have been sending a newsletter almost every month since Spring 25.
	Continue education on programs, developments, and need, + support and amplify housing education and collaboration conducted by BCHA	Working with Communications Manager and City Administrator on clarifying priorities and processes. New employer survey through KBAC, first compile survey questions and responses from focus groups, 2023 needs, AI.
BACKBURNER	Develop education ~~and calculator~~ for in-lieu fee	
	Outreach + education to HOAs with and without community housing	
	Create Idaho Mountain Express insert, Blaine County housing report	

KETCHUM'S PROPOSED FY26 HOUSING ACTION PLAN

October 20, 2025

GOAL 1: PRODUCE + PRESERVE COMMUNITY HOUSING	
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**
1. New construction	Develop new construction pipeline: - Finish financial feasibility analysis of moderate-income and Category Local construction - Identify parcels for acquisition - Continue to dialogue w/ significant site owners (Albertsons/Kroger, Simplot, Sun Valley Co.)
	RFP small, city-owned, scattered sites for Category Local ownership
2. Preservation	Pursue historic preservation of Forest Service Park big house
	Strategically purchase at-risk condos + apartments, including Naturally Occurring Affordable Housing
	Continue to support BCHA w/ funding + staff time, including maintaining a Program Administrator w/ property management experience
	Continue compliance on light preservation program (incentive for existing long-term rentals)
3. Preservation + conversion	Continue Ownership + Preservation Program (including charitable sale).
BACKBURNER	Explore financial incentives in new, market-rate development (like McCall)
	Outreach for right of first refusal
	Create lease template & how-to-guide for prospective landlords
	Increase # of occupied ADUs with homeowner outreach and pilot incentives
	New construction - 1st & Washington (~64 homes) - RFP YMCA with parking - RFP Lift Tower Lodge

GOAL 2: UPDATE POLICY TO PROMOTE COMMUNITY HOUSING	
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**
1. Zoning code	Continue to meet regularly with partners to obtain feedback for process improvements
	Explore priority processing and incentives for projects that serve the Housing Action Plan
	Continue to monitor progress on Tiny Homes on Wheels in other jurisdictions
	Update density bonus program
2. State & federal policy	Identify + advocate for state-level policy changes
	Identify + advocate for federal-level policy changes
3. Short-term rentals	Analyze impact of Lava Hot Springs case
4. Stability & access	Identify + implement policy changes from the Analysis of Impediments to Fair Housing Choice
BACKBURNER	Propose non-discrimination ordinance for source of income, including rental assistance and social security
	Propose relocation & displacement ordinance

GOAL 3: EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY	
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**
1. Emergency & homelessness	Financially support or continue to guarantee master leasing, conversion, acquisition, or new construction of transitional housing
2. Supportive services	Continue to financially support mediation program
	Continue to financially support Blaine County Charitable Fund
BACKBURNER	Advocate for expansion of Section 8 (tenant-based rental assistance)

GOAL 4: EXPAND + LEVERAGE RESOURCES	
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**
1. Local match / gap funds	Secure additional lodging LOT funds for preservation
	Update in-lieu fee during annual budget cycle
	Use PRO Housing fund on one acquisition or new development
2. Leverage other resources	Secure state/federal/county funds
	Contract for + use grant-writing services
BACKBURNER	Facilitate employer-sponsored housing

GOAL 5: INFORM, ENGAGE + COLLABORATE	
OBJECTIVES	**PROPOSED FISCAL YEAR 2026 ACTIONS**
1. Community feedback	Determine perception on efforts
	Table at events + in preparation of developing on public land
2. Implementation vision + capacity	Create FY27 Housing Action Plan
	Maintain staff capacity through targeted training and greater operational efficiency
	Clarify, document, and improve processes
3. Community education	Continue transparent budgeting, annually
	Bi-annual progress report to City Council
	Monthly newsletter
	Continue housing education on programs, developments, and need, + support and amplify housing education conducted by BCHA
BACKBURNER	Develop education for in-lieu fee
	Outreach + education to HOAs with and without community housing
	Create Idaho Mountain Express insert, Blaine County housing report

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Jade Riley – Administration

Agenda Item: Review and approve FY2026 citywide work plan.

Recommended Motion:

- Motion option #1: "I move to approve the FY26 work plan with no additional changes."
- Motion Option #2: "I move to approve the FY26 work plan with the following edits _____."

Policy Analysis and Background:

- This is the second year of a formal annual work plan. The draft FY26 work plan was initially presented to the City Council during the October 6th meeting.
- The layout/titles of the work plan have been updated/reorganized to match the 2025 Comprehensive Plan's chapters.
- Staff presented during the 10/6 meeting the concept for the Guidebook document which is meant to serve as a bridge between the annual work plan and the long-term Comprehensive Plan. Specifically, the new Guidebook organized by the Comp Plan chapters would contain mid-term policy priorities along with key performance measures to ensure progress is being tracked. The City Council expressed no major concerns; staff is completing the document which will be re-presented to both the existing and future City Council for feedback.
- Staff will recommend to new elected group to hold strategic planning sessions in January and February to review/ adjust policy priorities.

Sustainability Impact:

Several projects are outlined in the annual work plan.

Financial Impact:

None OR Adequate funds exist in account:	There is no immediate financial request.

Attachments:

1. Visual of city planning model
2. 2026 DRAFT workplan

PLANNING OVERVIEW

COMPREHENSIVE PLAN

Broad goals and policies

10-20 years



GUIDEBOOK

Strategies and objectives for policies

4 years



WORK PLAN

Tasks by dept.

Annual



COMP PLAN CHAPTER		PROJECT	DEPARTMENT(s)	CC PRIORITY	COMPLETION TARGET	NOTES
Connected Transportation Network (page 21)		Master Transportation Plan projects_planning	Admin, Facilities, P&B			
	1	Lewis Street & Warm Springs Road roundabout			TBD	Application submitted for a Safe Streets for All grant.
	2	Complete Saddle Road anaylsis regarding future safety improvements and potential additional public parking			Winter 2026	
	3	Downtown stop sign/traffic calming study			Spring 2026	In progress.
	4	Bike/ped plan			Summer 2026	Complete analyis this fall. Public engagement over the winter. Guidance from Council by early spring.
	5	Update right-of-way standards	Admin, Planning		Fall 2025	Targeting council draft availble by end of October.
		Main Street/HWY75 reconstruction				
	6	6th to Saddle separated multi-use path	Admin, Facilities, P&B		TBD	Discussions ongoing with ITD to determine construction window (2027 v 2028)
	7	Saddle Road pedestrian underpass	Admin, Facilities, P&B		TBD	Initiate concept design and apply for state/federal grant by January
		Roadway maintenance				
	8	1st Street	Streets			Mill/inlay Between SV Road and 5th
	9	Core/light industrial/residential	Streets		Summer 2026	Chip seal
	10	9th Street (west side)	Streets			Full depth reconstruction - Washington to Warm Springs Road
		Pedestrian realm				
	11	6th Street & Leadville	Streets			Hotel Ketchum parking lot corner
	12	SV Road & Leadville	Streets			Huck & Paddle corner
	13	5th Street	Streets			between Leadville & 511 alley
	14	2nd Street	Streets			between WA and lot alley (south)
	15	6th Street & Washington	Streets			southwest corner
	16	1st Avenue & 5th Street	Streets			southeast corner
	17	Lewis to 10th Street	Streets			in front of Albertsons' property
Distinctive Built and Natural Environment (page 27)		Zoning Code update				
	18	Reorg and Procedures	Planning		Fall/winter 2025	PZ Recommended Approval with changes in July 2025, adoption December 2025
	19	Substantive Updates	Planning		Ongoing	Phase 3 kick-off Fall 2025, research/analysis/drafting Winter & Spring 2026
	20	Stakeholder engagement to improve processes	Planning		Ongoing	Next TAG Meeting in December.
	21	Community contractor meetings	Planning		Ongoing	October 8th meeting recap in Good Foundations 10.31
	22	Ore Wagon Museum plan refresh	Admin		Ongoing	Phased scoping due to bandwidth. Complete new doors this fall. New programming to be deferred to 2026.
	23	Bonning Cabin Stabalization	Admin		Fall 2025	Emergency stabalization
	24	Survey of historic assets	Planning (HPC)		Spring/Summer 2025	Grant received, executing grant agreement
Diverse Community Housing Options (page 36)		**Housing Action Plan Year 3**				
		Produce & preserve community housing				
	25	Identify parcels for acquisition	Housing		Ongoing	Renovations underway at 291 N 2nd Avenue. Additionally Council approved the purchase of Evergreen Apartments, 141 Bird Drive (11 units)
	26	Identify buildings and strategy for preservation			Ongoing	Biweekly meetings mapping, prioritizing, and strategizing parcels and older multifamily. Council approved purchase of 291 N 2nd Ave
	27	Rental Preservation Program				Preserved 15 properties housing 30 people, including 6 children, with one additional property in the pipeline.
	28	Ownership & Preservation program (include bargain sale)			Ongoing	6 OPP transactions completed, including completion of bargain sale. One more scheduled to close in the next couple weeks. 36 total applications.
	29	Hyperborean			Early winter 2026	remodel underway
	30	Bird Drive			Fall 2025	safety improvements
	31	Lift Tower Lodge			TBD	Complete financial analysis to determine local match needed for mid-income redevelopment project
		Update policy to promote community housing				
	32	Explore priority processing and incentives for projects that serve the HAP	Housing + Planning		Winter 2025/2026	Part of the first installment of code changes in Phase 3 code update work
	33	Update density bonus program	Housing + Planning		Fall/winter 2025	Part of the first installment of code changes in Phase 3 code update work
		Expand & improve services to create stability				
	34	Financially support master leasing opportunities			Ongoing	Ketchum provides a financial guarantee to Silvercreek Living, in the event BCHA is unable to cover monthly rental payments to owner.
	35	Convert, acquire, or construct new transitional housing			Not started	Exploring financing options for purchasing 1 or both buildings of Silvercreek Living to reduce operating costs.
		Expand & leverage resources				
	36	Secure additional lodging LOT funds for preservation			Not started	Council instructed staff to conduct more engagement and will consider putting it on the May ballot.
		Inform, engage & collaborate				
	37	Clarify, document, and improve processes			Ongoing	New Ops Manager will make updates to - and develop - policies, procedures, and forms to ensure effectiveness

COMP PLAN CHAPTER		PROJECT	DEPARTMENT(s)	CC PRIORITY	COMPLETION TARGET	NOTES
Exceptional Recreational Opportunities (page 41)	38	Complete facility audit of recreation building	Admin, Facilities, Recreation		Spring 2026	Work with BCRD & BCSD
		Forest Service Park maintenance upgrades	Facilities		Late 2025	Staff interviewed w/community groups (senior citizens, ERC, mental health community, teen space) interested in utilization of the three buildings. Small task order with local architect to create prelim design for Big House in order to make habitable for two living units.
	39	Atkinson Park irrigation				
	40	Irrigation improvements	Facilities, Recreation		Spring 2026	
	41	Patio/sun shade installation for pickleball courts	Facilities, Recreation		Spring 2026	
	42	Upper softball field revamp	Facilities, Recreation		Summer 2026	
	43	Participate in Hemingway Elementary's Facility Master Plan update	Admin, Recreation		Ongoing	Draft presented to BCSD board. In communication with facility manager. Research/tabs on future of pump park site.
	44	Refresh Atkinson Park master plan (in concert)				
		Warm Springs Preserve Master Plan				
	45	Building permit under review	Admin, Facilities, P&B		Fall 2025	
	46	Restoration, irrigation & utilities	Admin, Facilities, P&B		Fall 2025	80% complete, 20% left for spring time work
	47	Plantings & paving	Admin, Facilities		Spring 2026	
	48	Access: Norwegian Woods, Broadway, West Ketchum bridge	Admin, Facilities, P&B		TBD	
	49	Connector trail to the southern flood plain	Facilities, Recreation		Late spring 2026	Connection to BMT will depend on issue of permit by FS
	50	Finish rehab of Rotary Park	Facilities		Spring 2026	(trail work and bathroom fixtures)
Lively Arts & Culture Scene (page 45)	51	City-wide Arts & History plan	Admin, Facilities, P&B		Fall/winter 2025	Build on Main Street plan; get buy in from both HPC & AC, evaluate city-wide application in partnership with The Community Library
		Art/history projects				
	52	Main Street installations (creative crosswalks, building placards)	Arts Commission		Spring 2026	Complete installation of building plaques and viewfinders
	53	KAC projects	Arts Commission		TBD	Gondola 'wrapping'
	54	Evaluate new projects in concert with YMCA expansion			Spring 2026	(rail/stock yard interpreative)
Responsible Stewardship of Natural Resources (page 49)		Implement sustainability projects				
	55	Green waste	Admin, KSAC		Early winter 2026	Working with Clear Creek - researching communal business use in downtown core
	56	KFD solar panels	Admin & Facilities		Early winter 2026	Installation pending.
Safe and Healthy Community		Implement Water CIP	Water			
	57	Relocation of water lines			Fall 2025	Reinheimer West Mainline-90% completed; Reinheimer East Mainline-5%; Weyyakin Mainline extension-90%; Neils Way to Glade Court-90%
	58	Trail Creek bridge HWY 75 Mainline Relocation and re-connect				
	59	OPS Building addition design				
	60	Northwood Well Roof addition for Generator				
		Implement WasteWater CIP	Wastewater			
	61	Treatment Facility Ugrades - WRF Solids Handling Improvements			Fall 2027	Building is underway, pouring the concrete basement before snow flys 2025, then no construction until spring 2026
	62	Avalanche study	Fire		Ongoing	Report presented in December of 2024.
		Power line undergrounding	Admin & Facilities			
	63	HWY75 - Weyyakin to Gem Street			Spring 2026	Southern portion complete but section from Serenade to Gem is tied to spring ITD work.
	64	Main Street - 9th & 10th Streets (Backwoods to Saddle)			Summer 2028	Deferred due to ITD Main Street funding. Staff is working with ITD to advance to 2027
	65	Wildlife proof trash cans	Admin		Fall 2025	City-wide use approved by council; carts on order for November delivery.
	66	E-bike safety regulations	Admin		Spring 2026	Reckless' ordinance approved by council. Education campaign coordination underway.
Strong & Diverse Economy (page 65)	67	City's Economic Development framework	Admin, Planning		Fall 2026	Starting efforts with Legacy Business Program and Deed Restricted Commercial Program as part of Phase 3 code updates, continued collaboration with KBAC
	68		Admin			Initiate strategic discussions with KBAC, SVED, Visit SV and Regional Economic group to strengthen city's overal economic development strategy

COMP PLAN CHAPTER		PROJECT	DEPARTMENT(s)	CC PRIORITY	COMPLETION TARGET	NOTES
Transparent Collaborative Government		High Performing Community & City				
		Improve City planning framework				
(page 70)	69	Public Works/Capital Improvement Plan Booklet	Admin		Early 2026	Incorporated master plan reference for streets, sidewalks, undergrounding, etc.
	70	Guidebook/Implementation Plan	Admin		Early 2026	Reference book/bridge between annual plan and comprehensive plan
	71	Annual Plan	Department-wide		Ongoing	Monthly check-ins with Council
		County-wide collaboration				
		Housing	Housing		Ongoing	(see above)
	72	Future Highway 75 improvements	Admin			County forming small work group to begin discussions with district engineer to explore options such as dedicated transit lane
	73	Blaine County Public Employee Health Trust	Admin		TBD	Feasibility analysis; initial meeting held with BCSD
	74	Resort Cities Coalition	Admin		Ongoing	Passage of liquor bill 1381a & defeat of (anti-city) STR bill
		People and Culture	Department-wide		Ongoing	Vision & Values; Leadership Learning series; city-wide People Strategy
		Financial processes				
		Strategic planning for both short- & long-term needs	Admin, Finance, P&B			
	75	Business tax & business licensing			Fall 2025	Working with Legal to outline notices and establish SOP
	76	Update City Code	Admin		Winter 2026	(non land-use sections) and associated policy documents (employee handbook)
		Technology/Business Systems				
	77	Records Retention Policy	Clerk		Winter 2026	reorganization/filing/governance
	78	Evaluation & inventory of all GIS data city-wide	Planning & Building		Spring 2026	deferred to 2026
	79	IT_new software including Microsoft Planner/To-Do/Teams	Clerk		TBD	
	80	Rebuilding all city-related websites	Community Engagement		Summer 2026	Contractor has been selected; work is underway
	81	Launch new public communications software (email and SMS/Text and emergency notifications)	Community Engagement		Summer 2026	Sofware has been selected; work to configure the platform is underway
	82	Launch new constinuency management and public request software/app	Community Engagement		Winter 2025	Software has been selected; work to configure the platform is underway
Vibrant Downtown		Downtown Parking Plan	Admin - Clerk/Business Manager			
(page 75)	83	Implement new parking sensor pilot program			Fall 2025	
	84	ADA improvements			Fall 2025	Focus groups pending. In tandem with Sidewalk Master Plan
	85	Data collection/reporting			Fall 2025	Pending installation of sensors.
	86	Communication campaign			Fall 2025	Owner/worker info campaign
	87	Town Square & Visitor Center revamp	Admin, Facilities, P&B		Spring 2026	Phase I of Town Square improvements (grass area & restrooms). Reroof of building and spot paver replacements in early winter 2025.
	88	491 tenant lease renewals	Admin		Winter 2026	Negotiations underway with current tenant(s).

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	November 3, 2025	Staff Member/Dept:	Brent Davis – Director of Finance/Treasurer

Agenda Item: FY 2025 End of Year Process: Carryover/Rebudgets, EOY Fund Summaries, General Fund Forecast & Updated FY 2025 Financial Statement

Recommended Motion:

Motion to approve the FY 2026 Budget Amendments listed as part of the FY 2025 End of Year process and city council direction.

Reasons for Recommendation:

The recommendation is based on carryover funding needed to:

- Complete projects/tasks in progress as well as
- Fund projects/initiatives that were not completed and pushed from FY 2025
- Recommend Interim Budgets Changes resulting from strategic City Council Direction
    - Approve/edit the recommended End of Year allocation to the Capital Improvement Fund and Community Housing

Fund summaries are also included to demonstrate a solid financial position of each fund before and after the recommended End of Year adjustments.

A formal budget amendment will occur later this fiscal year via the public hearing process.

Sustainability Impact:

The FY 2026 Budget includes recommended funding for the partnership with Blaine County (reference agenda item #10 for work plan details). There is also $50k programmed for sustainability efforts within the Capital Improvement Plan.

Financial Impact:

The Financial Impact is funded using prior year resources and/or known fund balance availability. The fund financial summaries within the packet show the current fund balance and expected FY 2026 end of year fund balance.

Attachments:

1. EOY FY 2025 Budget Amendments
2. EOY Fund Summaries
3. General Fund Forecast as of 10.28.25
4. Preliminary FY 2025 End of Year Financial Statement

City of Ketchum

2026 Budget Amendments

by Fund

General Fund

Department	Account	Revenue	Expenditure	Amendment Type	Justification
Non-Departmental	01-4193-4200		$ 65,600	Re-Budget/Carryover	Approved stop sign study
Non-Departmental	01-4193-4200		$ 35,000	Re-Budget/Carryover	Website project management
Clerk	01-4152-5100		$ 35,000	Re-Budget/Carryover	Cover subscription costs based on recent needs assessment
Streets	01-4310-4200		$ 20,000	Re-Budget/Carryover	Carry over remaining funds to account for weather volatility, snow hauling
Streets	01-4310-6950		$ 50,000	Re-Budget/Carryover	Electrical street light repair, bridge repair, and sidewalk repair that got pushed to FY 2026.
Facilities	01-4194-4200		$ 30,000	Re-Budget/Carryover	Budget Increase from departmental savings due to FY 2025 EOY
Facilities	01-4194-4200		$ (70,000)	Revenue Neutral	Reclass to new snow removal account
Facilities	01-4194-4205		$ 70,000	Revenue Neutral	Budget allocated to new snow removal account
EOY Transfer Out to Capital Fund	01-4193-8803		$ 600,000	Interim Budget Change	EOY Commitment by City Council
EOY Transfer Out to Housing Fund	01-4193-8804		$ 400,000	Interim Budget Change	EOY Commitment by City Council
General Fund Total		**$ -**	**$ 1,235,600**		

Wagon Days Fund

Program	Account	Revenue	Expenditure	Amendment Type	Justification
Transfer In from Original LOT (2025 Operations)	02-3700-8722	$ 46,000		Interim Budget Change	
Transfer In from Original LOT (2026 Operations)	02-3700-8722	$ 50,000		Interim Budget Change	
Events Professional Services	02-4530-4200		$ 50,000	Interim Budget Change	Based on recent expenditure levels
Wagon Days Fund Total		**$ 96,000**	**$ 50,000**		

Capital Fund

Project/Department	Account	Revenue	Expenditure	Amendment Type	Justification
Technology Upgrades	03-4193-7200		$ 30,000	Re-Budget/Carryover	Project in progress
Website Rebuild	03-4193-7205		$ 60,000	Re-Budget/Carryover	Pushed from 2025, in progress
Parking Management	03-4193-7500		$ 95,000		Pushed form FY 2025
URA Funding	03-3700-8798	$ 95,000		Re-Budget/Carryover	Funding for Parking Management
Bike Network Improvements	03-4193-7150		$ 59,563	Re-Budget/Carryover	Multi-year project, plus additional $44k to cover task orders
Atkinson Park Irrigation Upgrades	03-4194-7120		$ 50,000	Re-Budget/Carryover	Pushed from 2025

City of Ketchum

2026 Budget Amendments

by Fund

28	Forest Service Park Renovation/Preservation	03-4194-7135			$ 80,921	Re-Budget/Carryover	Multi-year project, Big House and Master Planning]
29	KURA Commitment - Forest Service Park	03-3700-8798	$ 55,921			Re-Budget/Carryover	$150k Commitment in 2025, amount remaining
30	Bonning Cabin Preservation	03-4194-7140			$ 95,456	Re-Budget/Carryover	Multi-year project
27	Rotary Park Rehabilitation	03-4194-7155			$ 10,000	Re-Budget/Carryover	Multi-year project
28	Ore Wagon	03-4194-7156			$ 95,000	Re-Budget/Carryover	Pushed from 2025, $75k repurpose to Bonning Cabin
29	Mower Replacement (Warm Springs Preserve)	03-4194-7602			$ 30,000	Re-Budget/Carryover	Pushed from 2025
30	ATV (Warm Springs Preserve)	03-4194-7604			$ 20,000	Re-Budget/Carryover	Delivery 2026 - Repurpose Mower Budget from 2025
31	Hyperborean Condo Renovation	03-4194-7136			$ 203,640	Re-Budget/Carryover	Previously Approved by City Council
32	John Deere Gator (Recreation)	03-4510-7130			$ 20,000	Re-Budget/Carryover	Pushed from 2025
33	KURA Reimbursement (2025 Expenses)	03-3700-8798	$ 764,079			Re-Budget/Carryover	Capital Expense Reimbursement
34	Main Street Light Poles	03-4193-7135			$ 66,250	Revenue Neutral	Revenue received will cover budget overage
35	Main Street Reimbursement (ITD Revenue)	03-3700-8790	$ 142,000			Revenue Neutral	Revenue received will cover budget overage
36	ROW Re-Development Reimbursement - Main Street	03-3700-8795	$ 167,505			Revenue Neutral	Pavers/Benches/Street Lights/Bike Racks, Trees, Irrigation
37	Transfer In from General Fund EOY	03-3700-8722	$ 600,000			Interim Budget Change	EOY Commitment by City Council
38	Transfer In from LOT Overage	03-3700-8701	$ 650,000			Interim Budget Change	EOY Commitment by City Council
39	Capital Contingency	03-4193-9930			$ 1,250,000	Interim Budget Change	Capital Contingency
40	**Capital Fund Total**		**$ 2,474,505**		**$ 2,165,830**		
41	**Original LOT Fund**						
42	**Program**	**Account**	**Revenue**		**Expenditure**	**Amendment Type**	**Justification**
43	Transfer Out to Wagon Day Fund (2025 Expenses)	22-4910-8802			$ 46,000	Interim Budget Change	FY 2025 Expense Overage
44	Transfer Out to Wagon Days Fund (FY 2026 Operations)	22-4910-8802			$ 50,000	Interim Budget Change	Based on recent events, needed due to cost increases. Mule skinner, big hitch, travel expenses, parade participants.
45	LOT Overage Transfer Out to CIP	22-4910-8850			$ 650,000	Interim Budget Change	EOY Priority per Council Direction
46	**Original LOT Fund Total**		**$ -**		**$ 746,000**		

City of Ketchum

2026 Budget Amendments

by Fund

47	**Additional LOT Fund**					
48	Sun Valley Air Service Board	25-4910-4240		$ 105,115	Interim Budget Change	Release of Fund Balance ($50k prior plus 50% of remaining
49	Community Housing	25-4910-4250		$ 55,115	Interim Budget Change	50% of amount after prior $50k to SVASB
50	**Additional LOT Fund Total**		**$ -**	**$ 160,229**		
51	**Housing Fund**					
52	**Program**	**Account**	**Revenue**	**Expenditure**	**Amendment Type**	**Justification**
53	Lift Tower Lodge	54-4410-5900		$ 60,000	Interim Budget Change	Repairs & Maintenance Fund Balance Use (ITD Revenue)
54	Transfer In from General Fund	54-3700-8701	$ 400,000		Interim Budget Change	EOY Commitment by City Council
55	Deed Restriction Program	54-4410-4225		$ 400,000	Interim Budget Change	Offsetting Expense Appropriation
56	**Housing Fund Total**		**$ 400,000**	**$ 460,000**		
57	**Water Funds**					
58	**Program/Project**	**Account**	**Revenue**	**Expenditure**	**Amendment Type**	**Justification**
59	S. Ketchum Water Line Project A	64-4340-7809		$ 134,791	Re-Budget/Carryover	Multi-year project, rebudget all remaining funds
60	S. Ketchum Water Line Project B	64-43040-7810		$ 8,181	Re-Budget/Carryover	Multi-year project, rebudget all remaining funds
61	**Water Funds Total**		**$ -**	**$ 142,972**		
62	**Wastewater Funds**					
63	**Program/Project**	**Account**	**Revenue**	**Expenditure**	**Amendment Type**	**Justification**
64	Repair & Maintenance	65-4350-6100		$ 30,000	Re-Budget/Carryover	Filter media, purchased delayed in FY 2025
65	Professional Services	65-4350-4200		$ 125,000	Interim Budget Change	Aeration Basin 1 & 2 Cleaning prior to CIP Project, shared 50/50 with SVWSD
66	SVWSD Revenue Share	65-3400-7800	$ 62,500		Interim Budget Change	SVWSD Revenue Offset
67	Haul Truck Used	67-4350-7823		$ 60,000	Interim Budget Change	Current truck is not in service due to frame issues. Not repairable. Purchase is shared 50/50 with SVWSD
68	SVWSD Revenue Share	67-3400-7800	$ 30,000			SVWSD Revenue Offset
69	Collections CIP (Non-sharing)	67-4350-7813		$ 42,502	Re-Budget/Carryover	Ongoing project, $100k annually has been historically insufficient due to manhole repair/maintenance

City of Ketchum

2026 Budget Amendments

by Fund

70	Aeration Basins Blowers & Electric	67-4350-7815		$ 525,000	Re-Budget/Carryover	Ongoing project, estimated completion 11/25
71	Upgrade Filter PLC	67-4350-7816		$ 50,000	Re-Budget/Carryover	Expense pushed to FY 2026
72	Dewatering Building	67-4350-7818		$ 1,473,733	Re-Budget/Carryover	Multi-year project, estimated completion Summer 2027
73	Replace Pumps	67-4350-7819		$ 40,000	Re-Budget/Carryover	Expense pushed to FY 2026, Rebudget $33k, add additional $7k for installation and programing
74	SVWSD Revenue Share	67-3400-7800	$ 1,044,367			SVWSD Revenue Offset
75	**Wastewater Funds Total**		**$ 1,136,867**	**$ 2,346,235**		
76	**Parks Development Trust Fund**					
77	**Program/Project**	**Account**	**Revenue**	**Expenditure**	**Amendment Type**	**Justification**
78	Warm Springs Preserve Restoration	93-4900-7950		$ 4,617,481	Re-Budget/Carryover	Reset to Project Total
79	Warms Spring Preserve Restoration Revenue (BOR, KURA, Donations)	93-3700-5910	$ 3,997,560		Re-Budget/Carryover	Reset to Project Total
80	Ice Rink	93-4900-6200		$ 24,836		Match EOY Equity Amount
81	Ketchum Arts Commission (including 2026 funding)	93-4900-6800		$ 51,143	Re-Budget/Carryover	Total Equity plus $35k 2026 Funding
82	Youth Recreation Scholarships	93-4900-7100		$ 9,892	Re-Budget/Carryover	Match EOY Equity Amount
83	Jazz in the Park	93-4900-7200		$ 36,179	Re-Budget/Carryover	Match EOY Equity Amount
84	Ketchum Alive	93-4900-7300		$ 4,570	Re-Budget/Carryover	Match EOY Equity Amount
85	Kagan Park	93-4900-6600		$ 4,658	Re-Budget/Carryover	Match EOY Equity Amount
86	Guy Coles Skate Park	93-4900-6000		$ 1,176	Re-Budget/Carryover	Match EOY Equity Amount
87	Hemingway Splash Pad	93-4900-6100		$ 500	Re-Budget/Carryover	Match EOY Equity Amount
88	Children's Recreation	93-4900-7400		$ 4,987	Re-Budget/Carryover	Match EOY Equity Amount
89	Tree Fund	93-4900-7499		$ 1,502	Re-Budget/Carryover	Match EOY Equity Amount
90	Little League Field	93-4900-6710		$ 2,529	Re-Budget/Carryover	Match EOY Equity Amount
91	Watch Me Grow Garden	93-4900-7700		$ 219	Re-Budget/Carryover	Match EOY Equity Amount
92	Youth Golf	93-4900-7900		$ 21,395	Re-Budget/Carryover	Match EOY Equity Amount
93	**Parks Development Trust Fund Total**		**$ 3,997,560**	**$ 4,781,067**		

GENERAL FUND (01)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**8,032,793**	
FY 2024 Gain/(Planned Use)	**$**	**(2,825,799)**	Budgeted Loss of 4,078,623
Fund Balance	**$**	**5,206,993**	
FY 2026 Budget			
Revenues	$	12,343,100	
Expenses	$	12,343,100	
Fund Balance post FY 2026 Budget	**$**	**5,206,993**	
Rebudgets/IBC's			
Net Revenues	$	-	
Net Expenses	$	235,600	
Projected FY 2025 EOY Fund Balance	**$**	**4,971,393**	
17% Reserve Minimum Amount	**$**	**2,117,048**	
Actual Use of Resources in FY 2025	$	(3,061,399)	
Planned Use of Resources in FY 2025	$	4,078,623	
Total Financial Swing	**$**	**1,017,224**	After Rebudgets
Recommended EOY Funding			
Housing Contribution	$	400,000	Recommended EOY Priority
Capital Fund Contribution	$	600,000	Recommended EOY Priority
Total Recommended EOY Funding	**$**	**1,000,000**	
Net General Fund Change	**$**	**17,224**	Falls to bottom line

WAGON DAYS FUND (02)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**5,264**
FY 2025 Gain/(Planned Use)	**$**	**(50,935)**
Fund Balance	**$**	**(45,672)**
FY 2026 Budget		
Revenues	$	220,900
Expenses	$	220,900
Fund Balance post FY 2026 Budget	**$**	**(45,672)**
Rebudgets/IBC's		
Net Revenues	$	96,000
Net Expenses	$	50,000
Projected FY 2026 EOY Fund Balance	**$**	**328**

CIP FUND (03)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**5,250,319**	
FY 2025 Gain/(Planned Use)	**$**	**(4,308,888)**	
Fund Balance	**$**	**941,431**	
FY 2026 Budget			
Revenues	$	3,998,600	
Green Light Project Expenses	$	4,298,600	300k Visitors Center
Fund Balance post FY 2026 Budget	**$**	**641,431**	
Recommended EOY Funding Inflows			
General Fund Transfer In	$	600,000	Funding to address various CIP priorities
Original LOT Transfer In	$	650,000	Use of LOT Fund Balance
Total Recommended EOY Funding	**$**	**1,250,000**	
Rebudgets/IBC's			
Net Revenues	**$**	**2,474,505**	Includes EOY Recommendations
Net Expenses*	**$**	**2,165,830**	Includes $1.25M CIP Contingency
Projected FY 2026 EOY Fund Balance	**$**	**950,106**	
With Appropriation Contingency	**$**	**2,200,106**	
FY 2026 Unfunded Project List	$	1,108,000	
FY 2027 Current Shortfall	$	1,375,000	
FY 2028 Current Shortfall	$	1,240,000	

ORGINAL LOT FUND (22)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**1,362,694**
FY 2025 Gain/(Planned Use)	**$**	**(563,417)**
Fund Balance	**$**	**799,277**
FY 2026 Budget		
Revenues	$	3,670,000
Expenses	$	3,670,000
Fund Balance post FY 2026 Budget	**$**	**799,277**
Rebudgets/IBC's		
Net Revenues	**$**	**-**
Net Expenses	**$**	**96,000**
Projected FY 2026 EOY Fund Balance	**$**	**703,277**
Recommended EOY Funding		
Transfer Out (CIP Contribution)	$	650,000
Projected Fund Balance	**$**	**53,277**

ADDITIONAL LOT FUND (25)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**349,125**	
FY 2025 Gain/(Planned Use)	**$**	**(188,895)**	Budgeted Loss of 299,125
Fund Balance	**$**	**160,230**	
FY 2026 Budget			
Revenues	$	2,900,000	
Expenses	$	2,900,000	
Fund Balance post FY 2026 Budget	**$**	**160,230**	
Rebudgets/IBC's			
Net Revenues	$	-	
Net Expenses	$	160,229	
Projected FY 2026 EOY Fund Balance	**$**	**1**	

FIRE BOND FUND (41)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**(1,884)**
FY 2025 Gain/(Planned Use)	**$**	**5,033**
Fund Balance	**$**	**3,150**
FY 2026 Budget		
Revenues	$	617,019
Expenses	$	617,019
Fund Balance post FY 2026 Budget	**$**	**3,150**
Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	-
Projected FY 2026 EOY Fund Balance	**$**	**3,150**

IN-LIEU Housing Fund (52)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance		**$**	**1,779,662**
FY 2025 Gain/(Planned Use)		**$**	**(1,293,793)**
Fund Balance		**$**	**485,868**
Rebudgets/IBC's			
Net Revenues		$	-
Net Expenses		$	-
Projected Unassigned		**$**	**485,868**
Pending Revenue (Est.)			
200 N. Leadville		$	421,650
140 W. 2nd		$	450,600
Limelight Hotel Conversion		$	466,200
108 Ritchie Drive Townhomes		$	2,453,000
	Total	$	3,791,450

COMMUNITY HOUSING FUND (54)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.25

FY 2025 Starting Fund Balance	**$**	**128,744**	
FY 2025 Gain/(Planned Use)	**$**	**917,430**	
Fund Balance	**$**	**1,046,173**	
FY 2026 Budget			
Revenues	$	1,876,017	
Expenses	$	1,876,017	
Fund Balance post FY 2026 Budget	**$**	**1,046,173**	
Rebudgets/IBC's			
Net Revenues (EOY GF Commitment)	$	400,000	
Net Expenses	$	460,000	
Projected FY 2026 EOY Fund Balance	**$**	**986,173**	
Assigned Fund Balance	**$**	**568,492**	ITD Proceeds for ROW, Held for Lift Tower
Unassigned Fund Balance	**$**	**417,682**	

WATER FUND OPERATING FUND (63)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.25

FY 2025 Starting Fund Balance	**$**	**3,995,125**	Cash & Investments
FY 2025 Gain/(Planned Use)	**$**	**1,305,296**	
Cash & Investments Balance	**$**	**5,300,421**	
FY 2026 Budget			
Revenues	$	3,410,500	
Expenses	$	3,100,492	
Cash & Investments post FY 2026 Budget	**$**	**5,610,429**	
Rebudgets/IBC's			
Net Revenues			
Net Expenses			
Projected FY 2026 Cash & Investments	**$**	**5,610,429**	

WATER FUND CIP FUND (64)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**821,048**	
FY 2025 Gain/(Planned Use)	**$**	**(539,377)**	Budgeted Loss of 674,835
Fund Balance	**$**	**281,672**	
FY 2026 Budget			
Revenues	$	830,000	
Expenses	$	700,000	
Fund Balance post FY 2026 Budget	**$**	**411,672**	
Rebudgets/IBC's			
Net Revenues	$	-	
Net Expenses	$	142,972	
Projected FY 2026 EOY Fund Balance	**$**	**268,700**	

WASTEWATER OPERATING FUND (65)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Cash & Investments	**$**	**2,698,942**
FY 2025 Gain/(Planned Use)	**$**	**520,668**
Cash & Investments Balance	**$**	**3,219,610**
FY 2026 Budget		
Revenues	$	4,158,293
Expenses	$	4,010,845
Cash & Investments post FY 2026 Budget	**$**	**3,367,058**
Rebudgets/IBC's		
Net Revenues	$	62,500
Net Expenses	$	155,000
Projected FY 2026 Cash & Investments	**$**	**3,274,558**

WASTEWATER CIP FUND (67)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**7,434,528**
FY 2025 Gain/(Planned Use)	**$**	**(986,309)**
Fund Balance	**$**	**6,448,219**
FY 2026 Budget		
Revenues	$	3,246,043
Expenses	$	5,242,086
Fund Balance post FY 2026 Budget	**$**	**4,452,176**
Rebudgets/IBC's		
Net Revenues	$	1,013,690
Net Expenses	$	2,069,883
Projected FY 2026 EOY Fund Balance	**$**	**3,395,983**

POLICE TRUST FUND (90)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**7,971**
FY 2025 Gain/(Planned Use)	**$**	**989**
Fund Balance	**$**	**8,959**
FY 2026 Budget		
Revenues	$	7,500
Expenses	$	7,500
Fund Balance post FY 2026 Budget	**$**	**8,959**
Preliminary Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	-
Projected FY 2026 EOY Fund Balance	**$**	**8,959**

PARKS-REC DEVELOPMENT TRUST FUND (93)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.2025

FY 2025 Starting Fund Balance	**$**	**1,308,492**	
FY 2025 Gain/(Planned Use)	**$**	**(523,788)**	Planned use for Warm Springs
Fund Balance	**$**	**784,705**	
FY 2026 Budget			
Revenues	$	-	Reset Below
Expenses	$	-	Reset Below
Fund Balance post FY 2026 Budget	**$**	**784,705**	Fund balance is restricted and allocated on Budget Amendment sheet and shown in total below
Preliminary Rebudgets/IBC's			
Net Revenues	$	3,997,560	Reset Warms Springs Budget
Net Expenses	$	4,781,067	Reset Warms Springs Budget and Equity backed expenses
Projected FY 2026 EOY Fund Balance	**$**	**1,198**	

KETCHUM URBAN RENEWAL AGENCY (98)

Financial Status

FY 2025 Preliminary Financials
as of 10.30.25

FY 2025 Starting Cash & Investments	**$**	**4,857,482**	
FY 2025 Gain/(Planned Use)	**$**	**1,213,578**	
Fund Balance	**$**	**6,071,060**	
FY 2026 Budget			
Revenues	$	2,779,773	
Expenses	$	3,015,581	
Fund Balance post FY 2026 Budget	**$**	**5,835,252**	
Rebudgets/IBC's			
Net Revenues	$	-	
Net Expenses	$	915,000	2025 Reimbursement & ongoing projects
Projected FY 2026 EOY Fund Balance	**$**	**4,920,252**	

City of Ketchum
General Fund Financial Forecast

Version 10.28.25

General Fund Revenues

	Revenue Source	FY 2024 Actual	FY 2025 Preliminary Actuals	*FY 2026 Current Budget*	*FY 2027 Projected*	*FY 2028 Projected*	*FY 2029 Projected*	*FY 2030 Projected*
1	Undesigned Fund Balance	[redacted]	$8,032,793	*$5,206,993*	*$4,006,393*	*$3,893,378*	*$3,661,989*	*$3,306,631*
2	Property Tax	$5,142,852	$5,307,324	*$4,795,518*	*$4,951,372*	*$5,112,292*	*$5,278,441*	*$5,449,991*
3	Franchise Fees	$622,730	$666,212	*$665,500*	*$678,810*	*$692,386*	*$706,234*	*$720,359*
4	Licenses & Permits	$800,874	$858,725	*$754,900*	*$769,998*	*$785,398*	*$801,106*	*$817,128*
5	Grants	$4,039	$39,163	*$0*	*$0*	*$0*	*$0*	*$0*
6	Highway State Share	$339,141	$289,963	*$250,000*	*$255,000*	*$260,100*	*$265,302*	*$270,608*
7	Liquor Tax	$362,218	$334,489	*$395,000*	*$402,900*	*$410,958*	*$419,177*	*$427,561*
8	Sales Tax Allocation	$1,114,447	$1,122,604	*$1,150,000*	*$1,161,500*	*$1,173,115*	*$1,184,846*	*$1,196,695*
9	County Agreement/Shared	$1,606,020	$1,736,861	*$80,000*	*$80,000*	*$80,000*	*$80,000*	*$80,000*
10	Charges for Services	$1,311,632	$1,187,771	*$1,026,678*	*$1,057,478*	*$1,089,203*	*$1,121,879*	*$1,155,535*
11	Miscellaneous Revenue/Reimbursements	$1,993,181	$3,853,575	*$2,130,629*	*$2,130,629*	*$2,130,629*	*$2,130,629*	*$2,130,629*
12	LOT Transfer & Reimbursement	$2,005,000	$1,205,000	*$1,205,000*	*$1,229,100*	*$1,253,682*	*$1,278,756*	*$1,304,331*
13	**Total**	**$15,302,133**	**$16,601,687**	***$12,453,225***	***$12,716,788***	***$12,987,763***	***$13,266,370***	***$13,552,836***

General Fund Expenditures

	Expenditure Type	FY 2024 Prelim. Actual	FY 2025 Amended Budget	*FY 2026 Projected*	*FY 2027 Projected*	*FY 2028 Projected*	*FY 2029 Projected*	*FY 2030 Projected*
14	Personnel	$7,545,466	$8,392,391	*$5,595,607*	*$5,819,431*	*$6,052,209*	*$6,294,297*	*$6,546,069*
15	Materials & Services	$5,876,479	$9,025,156	*$6,110,140*	*$6,262,894*	*$6,419,466*	*$6,579,952*	*$6,744,451*
16	Operating Capital	$207,487	$213,090	*$23,000*	*$23,000*	*$23,000*	*$23,000*	*$23,000*
17	Operating Contingency/Transfers	$1,018,479	$1,796,850	*$724,478*	*$724,478*	*$724,478*	*$724,478*	*$724,478*
18	**Total**	**$14,647,911**	**$19,427,486**	***$12,453,225***	***$12,829,803***	***$13,219,152***	***$13,621,727***	***$14,037,998***
19	**Net Surplus/(Assumed Use of Fund Balance)**	**$654,222**	**-$2,825,799**	**$0**	**-$113,015**	**-$231,390**	**-$355,357**	**-$485,162**
20	**Rebudgets & EOY Commitments**			**$1,200,600**				
21	**Total Fund Balance**		**$5,206,993**	**$4,006,393**	**$3,893,378**	**$3,661,989**	**$3,306,631**	**$2,821,469**
22	**17% Assigned Fund Balance**	**$2,490,145**	[redacted]	**$2,117,048**	**$2,181,066**	**$2,247,256**	**$2,315,694**	**$2,386,460**
23	**Projected Unassigned Fund Balance**			**$3,089,945**	**$1,712,312**	**$1,414,733**	**$990,938**	**$435,009**

*Annual growth assumptions (revenues): Property Tax 3.25%; Charges for Services 3%; Franchise Fees, Licenses & Permits, Liquor, Highway & LOT Transfer 2%; Sales Tax 1%

*Annual growth assumptions (expenses): Personnel 4.0%; Materials & Services 2.5%

CITY OF KETCHUM
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

COMBINED CASH ACCOUNTS

99-1010-0000	CASH - COMBINED CHECKING	(243,283.34)
99-1020-0000	CASH - XPRESS DEPOSIT ACCOUNT	118,315.18
99-1030-0000	CASH - PARKING OPERATIONS	66,214.74
99-1050-0000	CASH - GRANTS & STR PERMITTING	68,507.00
99-1173-0000	CASH CLEARING-BUSINESS LICENSE	700.00
99-1174-0000	CASH CLEARING-ACCTS.RECEIVABLE	(650.00)
99-1175-0000	CASH CLEARING - UTILITY BILLNG	(1,403.83)
	TOTAL COMBINED CASH	8,399.75
99-1000-0000	CASH ALLOCATED TO OTHER FUNDS	(24,899.75)
	TOTAL UNALLOCATED CASH	(16,500.00)

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	(1,839,438.55)
2	ALLOCATION TO WAGON DAYS FUND	(68,597.97)
3	ALLOCATION TO GENERAL CAPITAL IMPROVEMENT FD	(344,172.44)
22	ALLOCATION TO ORIGINAL LOT FUND	131,449.78
25	ALLOCATION TO ADDITIONAL1%-LOT FUND	2,509.86
41	ALLOCATION TO FIRE BOND FUND	(2,588.72)
54	ALLOCATION TO COMMUNITY HOUSING	1,044,866.05
63	ALLOCATION TO WATER FUND	1,717,017.44
64	ALLOCATION TO WATER CAPITAL IMPROVEMENT FUND	(441,010.92)
65	ALLOCATION TO WASTEWATER FUND	551,696.13
67	ALLOCATION TO WASTEWATER CAPITAL IMPROVE FND	(990,684.47)
90	ALLOCATION TO POLICE TRUST FUND	1,385.60
93	ALLOCATION TO PARKS/REC DEV TRUST FUND	9,436.38
94	ALLOCATION TO DEVELOPMENT TRUST FUND	241,752.03
98	ALLOCATION TO URBAN RENEWAL AGENCY	11,279.54
	TOTAL ALLOCATIONS TO OTHER FUNDS	24,899.74
	ALLOCATION FROM COMBINED CASH FUND - 99-1000-0000	(24,899.75)
	ZERO PROOF IF ALLOCATIONS BALANCE	(.01)

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

GENERAL FUND

	ASSETS			
01-1000-0000	CASH - COMBINED		(1,839,438.55)	
01-1030-0000	PETTY CASH		324.00	
01-1050-0000	TAXES RECEIVABLE--CURRENT		46,277.53	
01-1100-0000	ACCOUNTS RECEIVABLE - A/R		(45,631.38)	
01-1320-0000	ACCTS RCVBL--IDAHO SHARED REVE		411,263.27	
01-1500-0000	INVESTMENTS-US BANK MIA ACCT		1,761.37	
01-1500-1000	INVESTMENTS-ST.TRS.DIV.BOND FD		409,044.68	
01-1510-0000	INVESTMENTS--GENERAL FUND #911		6,277,533.76	
	TOTAL ASSETS			5,261,134.68
	LIABILITIES AND EQUITY			
	LIABILITIES			
01-2030-0000	ACCOUNTS PAYABLE		(80,353.10)	
01-2171-3000	P/R TAXES PBL--PAY REDUCTION		83.44	
01-2175-8000	P/R DEDUC PBL--EMP CAF FSA-MD		127,715.60	
01-2175-9000	P/R DEDUC PBL--EMP CAF FSA-DC		(29,854.58)	
01-2300-0000	DEPOSITS-PARKS & EVENTS		15,050.00	
01-2310-0000	DEPOSITS-STREET DIG PERMIT		5,000.00	
	TOTAL LIABILITIES			37,641.36
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
01-2710-0000	GENERAL FUND BALANCE	8,032,792.55		
	REVENUE OVER EXPENDITURES - YTD	(2,825,799.23)		
	BALANCE - CURRENT DATE		5,206,993.32	
	TOTAL FUND EQUITY			5,206,993.32
	TOTAL LIABILITIES AND EQUITY			5,244,634.68

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX & FRANCHISE					
01-3100-1000	GENERAL PROPERTY TAXES	24,579.71	5,271,782.03	5,228,548.83	(43,233.20)	100.8
01-3100-1010	PROPERTY TAX CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
01-3100-1050	PROPERTY TAX REPLACEMENT	.00	13,650.36	11,714.19	(1,936.17)	116.5
01-3100-6110	GAS FRANCHISE	.00	106,485.07	100,000.00	(6,485.07)	106.5
01-3100-6120	T.V. CABLE FRANCHISE	.00	134,111.26	150,000.00	15,888.74	89.4
01-3100-6130	WATER UTILITY ROW FEE (5%)	48,438.64	173,253.00	136,161.11	(37,091.89)	127.2
01-3100-6140	WASTEWATER UTILITY ROW FEE(5%)	11,363.38	142,884.00	143,477.09	593.09	99.6
01-3100-6150	SOLID WASTE FRANCHISE	5,621.14	109,478.86	95,000.00	(14,478.86)	115.2
01-3100-9000	PENALTY & INTEREST ON TAXES	2,457.04	21,891.59	15,000.00	(6,891.59)	145.9
	TOTAL PROPERTY TAX & FRANCHISE	92,459.91	5,973,536.17	5,909,901.22	(63,634.95)	101.1
	LICENSES & PERMITS					
01-3200-1110	BEER LICENSES	1,224.90	14,517.66	12,700.00	(1,817.66)	114.3
01-3200-1120	LIQUOR LICENSES	.00	11,077.88	8,400.00	(2,677.88)	131.9
01-3200-1130	WINE LICENSES	905.59	15,305.63	13,500.00	(1,805.63)	113.4
01-3200-1140	CATERING PERMITS	(130.00)	1,300.00	1,500.00	200.00	86.7
01-3200-1150	OFF-SITE BUS./SPECIAL EVENTS P	(1,100.00)	20,694.00	20,000.00	(694.00)	103.5
01-3200-1400	BUSINESS LICENSES	2,904.51	35,239.09	3,300.00	(31,939.09)	1067.9
01-3200-1410	SHORT TERM RENTAL LICENSES	12,601.50	98,825.36	204,624.00	105,798.64	48.3
01-3200-1520	TAXI-LIMO PERMITS	420.00	3,325.00	2,500.00	(825.00)	133.0
01-3200-2100	BUILDING PERMITS	20,831.92	636,044.08	305,000.00	(331,044.08)	208.5
01-3200-2140	RIGHT-OF-WAY PERMITS	1,001.00	21,096.00	4,000.00	(17,096.00)	527.4
01-3200-2160	STREET EXCAVATION PERMIT FEE	100.00	1,300.00	1,500.00	200.00	86.7
	TOTAL LICENSES & PERMITS	38,759.42	858,724.70	577,024.00	(281,700.70)	148.8
	GRANTS					
01-3300-4100	STATE GRANTS	.00	39,162.60	.00	(39,162.60)	.0
	TOTAL GRANTS	.00	39,162.60	.00	(39,162.60)	.0
	STATE OF IDAHO SHARED REVENUE					
01-3310-5100	STATE LIQUOR APPORTIONMENT	.00	334,489.00	395,000.00	60,511.00	84.7
01-3310-5200	HIGHWAY USER'S REVENUE - STREE	.00	289,962.54	195,071.00	(94,891.54)	148.6
01-3310-5600	STATE SHARED REVENUE	(69,181.00)	1,122,604.27	1,086,365.00	(36,239.27)	103.3
	TOTAL STATE OF IDAHO SHARED REVENUE	(69,181.00)	1,747,055.81	1,676,436.00	(70,619.81)	104.2

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	COUNTY SHARED REVENUE					
01-3320-8400	COUNTY COURT FINES	4,027.05	51,784.87	50,000.00	(1,784.87)	103.6
01-3320-8600	COUNTY AMBULANCE CONTRACT	561,691.92	1,685,076.00	1,685,076.00	.00	100.0
	TOTAL COUNTY SHARED REVENUE	565,718.97	1,736,860.87	1,735,076.00	(1,784.87)	100.1
	CHARGES FOR SERVICES					
01-3400-1100	PLANNING FEES	(2,024.00)	140,184.00	90,000.00	(50,184.00)	155.8
01-3400-1110	BUILDING PLAN CHECK FEES	6,697.62	355,932.44	175,500.00	(180,432.44)	202.8
01-3400-1120	PLANNING PLAN CHECK FEES	4,688.34	242,733.87	122,850.00	(119,883.87)	197.6
01-3400-1130	FIRE PLAN CHECK FEES	4,688.34	247,599.34	122,850.00	(124,749.34)	201.6
01-3400-1500	REPRODUCTION/FINGERPRINT FEES	6.00	144.00	500.00	356.00	28.8
01-3400-2250	SPECIAL FIRE FEES	230.00	17,182.70	50,000.00	32,817.30	34.4
01-3400-2260	PUBLIC EDUCATION FEES	90.00	9,520.00	.00	(9,520.00)	.0
01-3400-3600	BANNER FEES	175.00	3,133.30	.00	(3,133.30)	.0
01-3400-6100	BC SCH DIST.PARK MAINT. CONTR	.00	18,928.00	18,200.00	(728.00)	104.0
01-3400-6300	PARK YOUTH PROGRAM FEES	20,910.33	110,004.06	120,000.00	9,995.94	91.7
01-3400-6320	PARK USER FEES	5,190.00	20,399.51	20,000.00	(399.51)	102.0
01-3400-6700	PARK CONCESSION SALES	2,613.67	20,030.26	9,000.00	(11,030.26)	222.6
01-3400-6800	TREE SERVICES	.00	400.00	.00	(400.00)	.0
	TOTAL CHARGES FOR SERVICES	43,265.30	1,186,191.48	728,900.00	(457,291.48)	162.7
	FINES & FEES					
01-3500-1100	PARKING FINES	7,611.00	105,295.94	100,000.00	(5,295.94)	105.3
01-3500-1200	ELECTRIC VEHICLE CHARGING	.00	.00	25.00	25.00	.0
01-3500-1300	PAID PARKING	.00	2,845.75	2,500.00	(345.75)	113.8
01-3500-1400	PLANNING & BUILDING FINES	1,500.00	11,100.00	.00	(11,100.00)	.0
	TOTAL FINES & FEES	9,111.00	119,241.69	102,525.00	(16,716.69)	116.3

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
01-3700-1000	INTEREST EARNINGS	25,626.49	429,587.98	150,000.00	(279,587.98)	286.4
01-3700-2000	RENT	500.00	5,500.00	6,000.00	500.00	91.7
01-3700-2010	RENT-PARK RESERVATIONS	400.00	10,185.00	12,000.00	1,815.00	84.9
01-3700-2020	RENT-491 SUN VALLEY ROAD	5,762.78	69,040.36	66,468.00	(2,572.36)	103.9
01-3700-3600	REFUNDS & REIMBURSEMENTS	331.27	281,181.55	253,400.00	(27,781.55)	111.0
01-3700-3610	REIMBURSEMENTS-RESORT CITIES	2,000.00	35,500.00	22,000.00	(13,500.00)	161.4
01-3700-3650	REIMBURSEMENT-BLAINE CITY TOUR	500.00	500.00	8,000.00	7,500.00	6.3
01-3700-4000	SALE OF FIXED ASSETS	.00	2,550.00	.00	(2,550.00)	.0
01-3700-7000	MISCELLANEOUS	.00	106,271.68	.00	(106,271.68)	.0
01-3700-7010	MISCELLANEOUS-STREET	.00	1,780.96	.00	(1,780.96)	.0
01-3700-8722	TRANSFER FROM LOT FUND	166,666.63	2,000,000.00	2,000,000.00	.00	100.0
01-3700-8763	REIMBURSEMENT FROM WATER FUND	30,678.13	368,138.00	368,138.00	.00	100.0
01-3700-8765	REIMBURSMNT FROM WASTEWATER FD	62,186.75	746,241.00	746,241.00	.00	100.0
01-3700-8798	URA FND REIM-SALARIES/BENEFITS	18,719.82	103,468.05	125,000.00	21,531.95	82.8
01-3700-8799	IDL FIRE REIMBURSMENT	.00	486,938.16	200,000.00	(286,938.16)	243.5
	TOTAL MISCELLANEOUS REVENUE	313,371.87	4,646,882.74	3,957,247.00	(689,635.74)	117.4
	MISCELLANEOUS REVENUE CONT.					
01-3710-8722	LOT FUND REIMB-ADMIN.EXPENSES	416.63	5,000.00	5,000.00	.00	100.0
01-3710-8763	WATER FUND REIMB-ADMIN.EXPENSE	12,398.25	148,779.00	148,779.00	.00	100.0
01-3710-8765	WW FUND REIMB-ADMIN.EXPENSES	11,687.63	140,252.00	140,252.00	.00	100.0
01-3710-8798	URA FUND REIMB-ADMIN. EXPENSES	.00	.00	25,000.00	25,000.00	.0
	TOTAL MISCELLANEOUS REVENUE CONT.	24,502.51	294,031.00	319,031.00	25,000.00	92.2
	FUND BALANCE					
01-3800-9000	FUND BALANCE	.00	.00	4,078,623.00	4,078,623.00	.0
	TOTAL FUND BALANCE	.00	.00	4,078,623.00	4,078,623.00	.0
	TOTAL FUND REVENUE	1,018,007.98	16,601,687.06	19,084,763.22	2,483,076.16	87.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGISLATIVE & EXECUTIVE					
	PERSONAL SERVICES:					
01-4110-1000	SALARIES	12,480.08	224,995.26	120,686.04	(104,309.22)	186.4
01-4110-2100	FICA TAXES-CITY	925.64	16,843.05	9,232.48	(7,610.57)	182.4
01-4110-2200	STATE RETIREMENT-CITY	1,492.58	26,909.19	14,434.05	(12,475.14)	186.4
01-4110-2400	WORKER'S COMPENSATION-CITY	8.60	155.64	157.00	1.36	99.1
01-4110-2500	HEALTH INSURANCE-CITY	11,488.80	137,865.60	137,867.00	1.40	100.0
01-4110-2505	HEALTH REIMBURSEMENT ACCT(HRA)	242.65	7,246.65	8,000.00	753.35	90.6
01-4110-2510	DENTAL INSURANCE-CITY	314.00	3,768.00	3,768.00	.00	100.0
01-4110-2515	VISION	152.00	1,938.75	.00	(1,938.75)	.0
01-4110-2600	ST & LONG TERM DISABILITY	67.16	805.92	805.92	.00	100.0
	TOTAL PERSONAL SERVICES	27,171.51	420,528.06	294,950.49	(125,577.57)	142.6
	MATERIALS AND SERVICES:					
01-4110-3100	OFFICE SUPPLIES & POSTAGE	.00	23.82	3,167.00	3,143.18	.8
01-4110-3200	OPERATING SUPPLIES	.00	.00	2,125.00	2,125.00	.0
01-4110-4000	ELECTIONS	.00	.00	2,500.00	2,500.00	.0
01-4110-4200	PROFESSIONAL SERVICES	.00	.00	9,460.00	9,460.00	.0
01-4110-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	1,700.00	1,700.00	.0
01-4110-4910	MYR/CNCL-TRAINING/TRAVEL/MTG	334.77	6,060.51	3,000.00	(3,060.51)	202.0
	TOTAL MATERIAL AND SERVICES	334.77	6,084.33	21,952.00	15,867.67	27.7
	CAPITAL OUTLAY:					
01-4110-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	1,000.00	1,000.00	.0
	TOTAL LEGISLATIVE & EXECUTIVE	27,506.28	426,612.39	317,902.49	(108,709.90)	134.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATIVE SERVICES					
	PERSONAL SERVICES:					
01-4150-1000	SALARIES	72,678.59	1,003,170.84	965,737.00	(37,433.84)	103.9
01-4150-1500	PART TIME SALARIES	584.00	11,534.00	10,000.00	(1,534.00)	115.3
01-4150-1900	OVERTIME	383.17	9,615.22	.00	(9,615.22)	.0
01-4150-2100	FICA TAXES-CITY	8,352.57	79,480.99	73,879.00	(5,601.99)	107.6
01-4150-2200	STATE RETIREMENT-CITY	12,572.65	130,184.08	114,270.00	(15,914.08)	113.9
01-4150-2400	WORKMEN'S COMPENSATION-CITY	109.80	977.20	1,200.00	222.80	81.4
01-4150-2500	HEALTH INSURANCE-CITY	21,739.18	258,521.34	294,644.00	36,122.66	87.7
01-4150-2505	HEALTH REIMBURSEMENT ACCT(HRA)	2,159.68	15,101.80	19,000.00	3,898.20	79.5
01-4150-2510	DENTAL INSURANCE-CITY	645.00	7,817.00	8,209.00	392.00	95.2
01-4150-2515	VISION	346.67	4,007.54	.00	(4,007.54)	.0
01-4150-2600	ST & LONG TERM DISABILITY	413.71	5,143.41	5,187.16	43.75	99.2
01-4150-2760	OTHER EMPLOYEE BENEFITS	13,386.35	38,041.25	26,400.00	(11,641.25)	144.1
01-4150-2900	PERFORMANCE AWARDS	507.95	822.85	.00	(822.85)	.0
	TOTAL PERSONAL SERVICES	133,879.32	1,564,417.52	1,518,526.16	(45,891.36)	103.0
	MATERIALS AND SERVICES:					
01-4150-3100	OFFICE SUPPLIES & POSTAGE	7,842.06	36,576.24	25,000.00	(11,576.24)	146.3
01-4150-3310	STATE SALES TAX-GEN.GOV. & PAR	144.34	602.51	250.00	(352.51)	241.0
01-4150-3600	COMPUTER SOFTWARE	39.98	4,945.93	.00	(4,945.93)	.0
01-4150-4200	PROFESSIONAL SERVICES	22,898.10	75,377.58	.00	(75,377.58)	.0
01-4150-4400	ADVERTISING & LEGAL PUBLICATIO	6,121.36	11,590.56	12,000.00	409.44	96.6
01-4150-4600	PROPERTY & LIABILITY INSURANCE	.00	137,345.98	116,015.00	(21,330.98)	118.4
01-4150-4800	DUES, SUBSCRIPTIONS & MEMBERSH	20.00	5,251.60	7,500.00	2,248.40	70.0
01-4150-4900	PERSONNEL TRAINING/TRAVEL/MTG	1,887.22	23,288.18	20,000.00	(3,288.18)	116.4
01-4150-4902	TRAINNG/TRVL/MTG-CITY ADM/ASST	.00	1,426.06	12,000.00	10,573.94	11.9
01-4150-5100	TELEPHONE & COMMUNICATIONS	7,767.55	77,788.79	43,000.00	(34,788.79)	180.9
01-4150-5110	COMPUTER NETWORK	24,289.01	95,767.35	80,000.00	(15,767.35)	119.7
01-4150-5150	COMMUNICATIONS	12,569.78	101,540.20	105,000.00	3,459.80	96.7
01-4150-5200	UTILITIES	4,214.70	26,939.39	42,682.00	15,742.61	63.1
01-4150-5900	REPAIR & MAINTENANCE-BUILDINGS	.00	219.00	.00	(219.00)	.0
01-4150-6500	CONTRACTS FOR SERVICES	12,750.00	63,336.50	25,000.00	(38,336.50)	253.4
01-4150-6510	COMPUTER SERVICES	3,635.00	33,586.00	45,500.00	11,914.00	73.8
	TOTAL MATERIAL AND SERVICES	104,179.10	695,581.87	533,947.00	(161,634.87)	130.3
	CAPITAL OUTLAY:					
01-4150-7400	OFFICE FURNITURE & EQUIPMENT	.00	13,745.26	1,000.00	(12,745.26)	1374.5
	TOTAL CAPITAL OUTLAY	.00	13,745.26	1,000.00	(12,745.26)	1374.5
	TOTAL ADMINISTRATIVE SERVICES	238,058.42	2,273,744.65	2,053,473.16	(220,271.49)	110.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGAL					
	MATERIALS AND SERVICES:					
01-4160-4200	PROFESSIONAL SERVICES	50,637.50	245,781.25	209,803.79	(35,977.46)	117.2
01-4160-4270	CITY PROSECUTOR	3,883.33	42,716.63	47,998.00	5,281.37	89.0
	TOTAL MATERIAL AND SERVICES	54,520.83	288,497.88	257,801.79	(30,696.09)	111.9
	TOTAL LEGAL	54,520.83	288,497.88	257,801.79	(30,696.09)	111.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING & BUILDING					
	PERSONAL SERVICES:					
01-4170-1000	SALARIES	40,699.66	469,480.31	509,601.00	40,120.69	92.1
01-4170-1200	PLANNING & ZONING COMMISSION	2,000.00	24,400.00	25,200.00	800.00	96.8
01-4170-1900	OVERTIME	24.53	2,026.90	.00	(2,026.90)	.0
01-4170-2100	FICA TAXES-CITY	4,512.02	39,897.40	76,755.20	36,857.80	52.0
01-4170-2200	STATE RETIREMENT-CITY	7,083.20	62,350.91	59,154.00	(3,196.91)	105.4
01-4170-2400	WORKER'S COMPENSATION-CITY	525.53	4,427.07	6,220.00	1,792.93	71.2
01-4170-2500	HEALTH INSURANCE-CITY	10,615.00	108,214.87	140,406.00	32,191.13	77.1
01-4170-2505	HEALTH REIMBURSEMENT ACCT(HRA)	921.59	5,165.12	9,000.00	3,834.88	57.4
01-4170-2510	DENTAL INSURANCE-CITY	312.00	3,272.05	3,990.00	717.95	82.0
01-4170-2515	VISION	140.00	1,548.43	.00	(1,548.43)	.0
01-4170-2600	ST & LONG TERM DISABILITY	271.47	2,994.38	3,057.72	63.34	97.9
01-4170-2700	VACATION/SICK ACCRUAL PAYOUT	.00	11,453.97	6,793.20	(4,660.77)	168.6
	TOTAL PERSONAL SERVICES	67,105.00	735,231.41	840,177.12	104,945.71	87.5
	MATERIALS AND SERVICES:					
01-4170-3100	OFFICE SUPPLIES & POSTAGE	1,422.31	5,009.78	6,000.00	990.22	83.5
01-4170-3200	OPERATING SUPPLIES	.00	6,528.60	1,200.00	(5,328.60)	544.1
01-4170-4200	PROFESSIONAL SERVICES	59,983.60	264,118.58	248,842.00	(15,276.58)	106.1
01-4170-4210	PROFESSIONAL SERVICES - IDBS	182,718.72	544,339.96	260,000.00	(284,339.96)	209.4
01-4170-4220	PROF SVCS-FLOOD PLAIN PROG REM	3,248.75	21,031.25	10,000.00	(11,031.25)	210.3
01-4170-4400	ADVERTISING & LEGAL PUBLICATIO	1,737.30	26,675.18	10,000.00	(16,675.18)	266.8
01-4170-4500	GEOGRAPHIC INFO SYSTEMS	1,080.00	15,160.00	10,000.00	(5,160.00)	151.6
01-4170-4800	DUES, SUBSCRIPTIONS & MEMBERSH	869.00	2,249.14	4,000.00	1,750.86	56.2
01-4170-4900	PERSONNEL TRAINING/TRAVEL/MTG	3,968.33	10,202.08	10,000.00	(202.08)	102.0
01-4170-4970	TRAINING/TRAVEL/MTG-P&Z COMM	150.00	331.00	3,000.00	2,669.00	11.0
01-4170-5100	TELEPHONE & COMMUNICATIONS	30.00	360.00	.00	(360.00)	.0
01-4170-6910	OTHER PURCHASED SERVICES	.00	5,000.00	2,000.00	(3,000.00)	250.0
	TOTAL MATERIAL AND SERVICES	255,208.01	901,005.57	565,042.00	(335,963.57)	159.5
	CAPITAL OUTLAY:					
01-4170-7400	OFFICE FURNITURE & EQUIPMENT	.00	.00	11,245.00	11,245.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	11,245.00	11,245.00	.0
	TOTAL PLANNING & BUILDING	322,313.01	1,636,236.98	1,416,464.12	(219,772.86)	115.5

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL					
	PERSONAL SERVICES:					
01-4193-1000	SALARIES	.00	38,090.00	70,980.00	32,890.00	53.7
01-4193-2100	FICA TAXES-CITY	.00	2,913.90	5,429.97	2,516.07	53.7
01-4193-2200	STATE RETIREMENT-CITY	.00	4,555.55	8,489.21	3,933.66	53.7
01-4193-2400	WORKMEN'S COMPENSATION-CITY	.00	38.26	75.00	36.74	51.0
01-4193-2500	HEALTH INSURANCE-CITY	.00	10,890.00	14,520.00	3,630.00	75.0
01-4193-2510	DENTAL INSURANCE-CITY	.00	318.41	504.00	185.59	63.2
01-4193-2515	VISION	.00	102.08	.00	(102.08)	.0
	TOTAL PERSONAL SERVICES	.00	56,908.20	99,998.18	43,089.98	56.9
	MATERIALS AND SERVICES:					
01-4193-4200	PROFESSIONAL SERVICE	91,719.94	320,277.30	313,296.00	(6,981.30)	102.2
01-4193-4210	RESORT CITIES	25,630.00	39,630.00	25,000.00	(14,630.00)	158.5
01-4193-4220	IT PROFESSIONAL SERVICES	48,515.60	190,322.53	178,260.00	(12,062.53)	106.8
01-4193-4250	BLAINE CITY TOUR	.00	.00	8,000.00	8,000.00	.0
01-4193-4400	PROPERTY ACQUISTION	.00	2,248,345.91	2,248,346.00	.09	100.0
01-4193-4500	1ST/WASHINGTON RENT	.00	.00	18,000.00	18,000.00	.0
01-4193-4901	CULTURE PROJECTS	.00	4,624.59	.00	(4,624.59)	.0
01-4193-6500	CONTRACT FOR SERVICE	33,070.00	132,280.00	131,904.00	(376.00)	100.3
01-4193-6900	MISCELLANEOUS EXPENSE	.00	475,642.61	475,000.00	(642.61)	100.1
	TOTAL MATERIAL AND SERVICES	198,935.54	3,411,122.94	3,397,806.00	(13,316.94)	100.4
	OTHER EXPENDITURES:					
01-4193-8803	TRANSFER TO GENERAL CIP FUND	.00	847,677.00	847,677.00	.00	100.0
01-4193-8804	TRANSFER TO CITY/CO HOUSING	.00	500,000.00	500,000.00	.00	100.0
01-4193-8893	TRANSFER TO PARK TRUST-KAC	.00	10,000.00	10,000.00	.00	100.0
01-4193-9910	MERIT/COMPENSATION ADJUSTMENTS	143,800.00	146,989.38	140,000.00	(6,989.38)	105.0
01-4193-9930	GENERAL FUND OP. CONTINGENCY	140,908.07	292,183.15	266,581.06	(25,602.09)	109.6
	TOTAL OTHER EXPENDITURES	284,708.07	1,796,849.53	1,764,258.06	(32,591.47)	101.9
	TOTAL NON-DEPARTMENTAL	483,643.61	5,264,880.67	5,262,062.24	(2,818.43)	100.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FACILITY MAINTENANCE					
	PERSONAL SERVICES:					
01-4194-1000	SALARIES	26,740.51	315,014.82	362,894.00	47,879.18	86.8
01-4194-1500	PART-TIME/SEASONAL	4,964.00	16,888.00	60,921.00	44,033.00	27.7
01-4194-1800	SHIFT COVERAGE ON CALL	32.13	3,323.10	5,000.00	1,676.90	66.5
01-4194-1900	OVERTIME	785.59	7,396.92	8,500.00	1,103.08	87.0
01-4194-2100	FICA TAXES - CITY	3,786.52	30,167.59	32,422.00	2,254.41	93.1
01-4194-2200	STATE RETIREMENT - CITY	4,948.13	40,361.12	48,822.00	8,460.88	82.7
01-4194-2400	WORKER'S COMPENSATION-CITY	650.54	5,383.27	3,983.00	(1,400.27)	135.2
01-4194-2500	HEALTH INSURANCE - CITY	11,871.76	126,393.01	162,596.00	36,202.99	77.7
01-4194-2505	HEALTH REIMBURSEMENT ACCT(HRA)	100.21	1,969.24	10,000.00	8,030.76	19.7
01-4194-2510	DENTAL INSURANCE-CITY	338.02	3,572.39	4,566.00	993.61	78.2
01-4194-2515	VISION	161.91	1,862.87	.00	(1,862.87)	.0
01-4194-2600	LONG TERM DISABILITY	162.56	1,830.80	2,114.62	283.82	86.6
01-4194-2800	STATE UNEMPLOYMENT INSURANCE	.00	5,854.34	8,000.00	2,145.66	73.2
	TOTAL PERSONAL SERVICES	54,541.88	560,017.47	709,818.62	149,801.15	78.9
	MATERIALS AND SERVICES:					
01-4194-3100	OFFICE SUPPLIES & POSTAGE	17.06	17.06	300.00	282.94	5.7
01-4194-3200	OPERATING SUPPLIES	2,724.31	11,022.03	10,000.00	(1,022.03)	110.2
01-4194-3500	MOTOR FUELS & LUBRICANTS	234.71	1,992.69	16,000.00	14,007.31	12.5
01-4194-4200	PROFESSIONAL SERVICES	10,808.87	116,757.51	62,718.00	(54,039.51)	186.2
01-4194-4210	PROFESSIONAL SERVC-CITY TREES	7,765.00	17,060.64	15,000.00	(2,060.64)	113.7
01-4194-4220	PROF SERV-CITY BEAUTIFICATION	51,428.91	138,147.17	85,000.00	(53,147.17)	162.5
01-4194-4800	DUES, SUBSCRIPTIONS & MEMBERSH	421.57	911.57	440.00	(471.57)	207.2
01-4194-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	1,759.48	1,000.00	(759.48)	176.0
01-4194-5100	TELEPHONE & COMMUNICATIONS	30.00	360.00	720.00	360.00	50.0
01-4194-5200	UTILITIES	14,500.19	70,847.25	36,000.00	(34,847.25)	196.8
01-4194-5220	RECYCLING PROGRAM-ERC	.00	21.98	.00	(21.98)	.0
01-4194-5300	CUSTODIAL & CLEANING SERVICES	9,274.00	55,710.77	80,000.00	24,289.23	69.6
01-4194-5900	REPAIR & MAINTENANCE-BUILDINGS	3,131.57	55,484.73	56,000.00	515.27	99.1
01-4194-5910	REPAIR & MAINT-491 SV ROAD	6,320.11	51,616.67	77,000.00	25,383.33	67.0
01-4194-5950	REPAIR & MAINT-WARM SPRINGS PR	7,433.19	38,333.99	48,100.00	9,766.01	79.7
01-4194-6000	REPAIR & MAINT-AUTOMOTIVE EQUI	631.21	1,388.83	3,500.00	2,111.17	39.7
01-4194-6100	REPAIR & MAINT--MACHINERY & EQ	57.10	2,231.78	6,000.00	3,768.22	37.2
01-4194-6950	MAINTENANCE	4,123.97	22,880.19	36,000.00	13,119.81	63.6
	TOTAL MATERIAL AND SERVICES	118,901.77	586,544.34	533,778.00	(52,766.34)	109.9
	TOTAL FACILITY MAINTENANCE	173,443.65	1,146,561.81	1,243,596.62	97,034.81	92.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
	PERSONAL SERVICES:					
01-4210-1000	SALARIES	8,899.20	129,576.28	115,690.00	(13,886.28)	112.0
01-4210-1500	PART-TIME	1,961.64	4,197.77	27,851.00	23,653.23	15.1
01-4210-1900	OVERTIME	1,933.57	11,660.65	5,000.00	(6,660.65)	233.2
01-4210-2100	FICA TAXES-CITY	1,526.25	11,380.42	10,981.00	(399.42)	103.6
01-4210-2200	STATE RETIREMENT-CITY	1,951.94	15,858.60	17,167.00	1,308.40	92.4
01-4210-2400	WORKMEN'S COMPENSATION-CITY	461.28	3,520.44	4,637.00	1,116.56	75.9
01-4210-2500	HEALTH INSURANCE-CITY	6,711.56	80,538.72	80,539.00	.28	100.0
01-4210-2505	HEALTH REIMBURSEMENT ACCT(HRA)	26.30	3,595.21	4,000.00	404.79	89.9
01-4210-2510	DENTAL INSURANCE-CITY	169.00	2,028.00	2,028.00	.00	100.0
01-4210-2515	VISION	88.00	1,124.60	.00	(1,124.60)	.0
01-4210-2600	ST & LONG TERM DISABILITY	56.71	680.52	680.52	.00	100.0
	TOTAL PERSONAL SERVICES	23,785.45	264,161.21	268,573.52	4,412.31	98.4
	MATERIALS AND SERVICES:					
01-4210-3100	OFFICE SUPPLIES & POSTAGE	1,151.22	2,522.57	5,000.00	2,477.43	50.5
01-4210-3200	OPERATING SUPPLIES	4,763.82	5,215.13	300.00	(4,915.13)	1738.4
01-4210-3500	MOTOR FUELS & LUBRICANTS	570.79	4,567.23	7,000.00	2,432.77	65.3
01-4210-3600	COMPUTER SOFTWARE	.00	.00	2,000.00	2,000.00	.0
01-4210-3610	PARKING OPS PROCESSING FEES	2,503.43	18,440.33	26,000.00	7,559.67	70.9
01-4210-3620	PARKING OPS EQUIPMENT FEES	487.50	9,349.62	11,000.00	1,650.38	85.0
01-4210-4200	PROFESSIONAL SERVICES	1,611.00	30,157.25	59,750.00	29,592.75	50.5
01-4210-4250	PROF.SERVICES-BCSO CONTRACT	159,837.92	1,762,876.34	1,918,054.67	155,178.33	91.9
01-4210-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	867.63	.00	(867.63)	.0
01-4210-5100	TELEPHONE & COMMUNICATIONS	580.52	4,243.50	4,350.00	106.50	97.6
01-4210-6000	REPAIR & MAINT--AUTOMOTIVE EQU	471.41	2,095.52	13,000.00	10,904.48	16.1
	TOTAL MATERIAL AND SERVICES	171,977.61	1,840,335.12	2,046,454.67	206,119.55	89.9
	CAPITAL OUTLAY:					
01-4210-7500	AUTOMOTIVE EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.0
	TOTAL POLICE	195,763.06	2,104,496.33	2,320,028.19	215,531.86	90.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE & RESCUE					
	PERSONAL SERVICES:					
01-4230-1000	SALARIES	96,321.88	1,336,077.69	1,470,123.00	134,045.31	90.9
01-4230-1500	PAID ON-CALL WAGES	10,151.96	284,385.84	135,000.00	(149,385.84)	210.7
01-4230-1700	WOOC (WORKING OUT OF CLASS)	8,704.49	109,543.94	8,000.00	(101,543.94)	1369.3
01-4230-1900	OVERTIME	69,055.27	292,959.55	120,000.00	(172,959.55)	244.1
01-4230-2100	FICA TAXES-CITY	14,759.37	155,733.45	132,584.00	(23,149.45)	117.5
01-4230-2300	FIREMEN'S RETIREMENT-CITY	20,455.92	237,474.62	234,125.00	(3,349.62)	101.4
01-4230-2310	DEF.COMP-PD ON CALL/PT EMP	.00	.00	12,000.00	12,000.00	.0
01-4230-2400	WORKMEN'S COMPENSATION-CITY	5,718.57	60,076.99	40,000.00	(20,076.99)	150.2
01-4230-2500	HEALTH INSURANCE-CITY	6,924.81	371,236.99	369,852.00	(1,384.99)	100.4
01-4230-2505	HEALTH REIMBURSEMENT ACCT(HRA)	65,858.19	72,966.53	26,000.00	(46,966.53)	280.6
01-4230-2510	DENTAL INSURANCE-CITY	.00	10,523.50	11,040.00	516.50	95.3
01-4230-2515	VISION	.00	5,424.35	.00	(5,424.35)	.0
01-4230-2520	WORKMEN'S COMP. COVERAGE	50.23	50.23	.00	(50.23)	.0
01-4230-2530	EMPLOYEE MEDICAL SERVICES	.00	3,857.00	.00	(3,857.00)	.0
01-4230-2535	VEBA	5,400.00	62,700.00	57,600.00	(5,100.00)	108.9
01-4230-2540	MERP-MEDICAL EXP REIMBURSEMENT	600.00	7,275.00	7,200.00	(75.00)	101.0
01-4230-2600	ST & LONG TERM DISABILITY	8.24	7,312.28	8,310.64	998.36	88.0
01-4230-2700	VACATION/SICK ACCRUAL PAYOUT	.00	28,794.74	25,000.00	(3,794.74)	115.2
01-4230-2800	STATE UNEMPLOYMENT INSURANCE	.00	.00	3,000.00	3,000.00	.0
01-4230-2900	PERFORMANCE AWARDS	889.48	8,052.81	4,200.00	(3,852.81)	191.7
	TOTAL PERSONAL SERVICES	304,898.41	3,054,445.51	2,664,034.64	(390,410.87)	114.7
	MATERIALS AND SERVICES:					
01-4230-3200	OPERATING SUPPLIES FIRE	82,729.33	97,657.96	145,000.00	47,342.04	67.4
01-4230-3210	OPERATING SUPPLIES EMS	12,240.44	62,727.71	63,000.00	272.29	99.6
01-4230-3500	MOTOR FUELS & LUBRICANTS FIRE	3,949.81	9,524.14	8,000.00	(1,524.14)	119.1
01-4230-3510	MOTOR FUELS & LUBRICANTS EMS	2,250.82	7,051.51	8,000.00	948.49	88.1
01-4230-4200	PROFESSIONAL SERVICES FIRE	5,339.95	45,279.93	27,000.00	(18,279.93)	167.7
01-4230-4210	PROFESSIONAL SERVICES EMS	4,172.33	32,670.64	20,000.00	(12,670.64)	163.4
01-4230-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	110.00	.00	(110.00)	.0
01-4230-4900	TRAINING/TRAVEL/MTG FIRE	1,070.64	9,724.42	16,000.00	6,275.58	60.8
01-4230-4910	TRAINING EMS	149.00	3,524.12	12,000.00	8,475.88	29.4
01-4230-4920	TRAINING-FACILITY	7,071.26	15,065.31	12,000.00	(3,065.31)	125.5
01-4230-4930	PUBLIC EDUCATION	592.39	15,451.13	.00	(15,451.13)	.0
01-4230-4940	IDL FIRE EXPENSES	12,608.99	35,510.74	100,000.00	64,489.26	35.5
01-4230-5100	TELEPHONE & COMMUNICATION FIRE	1,424.56	14,249.77	21,000.00	6,750.23	67.9
01-4230-5110	TELEPHONE & COMMUNICATION EMS	1,362.71	12,473.74	21,000.00	8,526.26	59.4
01-4230-5200	UTILITIES	4,779.52	32,030.22	45,600.00	13,569.78	70.2
01-4230-5900	REPAIR & MAINTENANCE-BUILDINGS	4,047.44	27,847.75	24,000.00	(3,847.75)	116.0
01-4230-6000	REPAIR & MAINT-AUTO EQUIP FIRE	2,717.81	33,497.87	18,000.00	(15,497.87)	186.1
01-4230-6010	REPAIR & MAINT-AUTO EQUIP EMS	3,478.88	11,545.95	12,000.00	454.05	96.2
01-4230-6100	REPAIR & MAINT--MACHINERY & EQ	901.55	7,693.51	60,000.00	52,306.49	12.8
01-4230-6110	REPAIR & MAINT--MACHINERY & EQ	2,494.41	7,888.88	2,500.00	(5,388.88)	315.6
01-4230-6200	REPAIR & MAINT--FACILITY	.00	1,565.09	.00	(1,565.09)	.0
01-4230-6900	OTHER PURCHASED SERVICES FIRE	.00	.00	3,250.00	3,250.00	.0
01-4230-6910	OTHER PURCHASED SERVICES EMS	.00	.00	7,000.00	7,000.00	.0
	TOTAL MATERIAL AND SERVICES	153,381.84	483,090.39	625,350.00	142,259.61	77.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY:					
01-4230-7700	LEASE-AERIAL TOWER	.00	58,429.65	58,430.00	.35	100.0
01-4230-7710	LEASE-ENFORCER PUC PUMPERKB790	.00	140,801.73	141,000.00	198.27	99.9
	TOTAL CAPITAL OUTLAY	.00	199,231.38	199,430.00	198.62	99.9
	TOTAL FIRE & RESCUE	458,280.25	3,736,767.28	3,488,814.64	(247,952.64)	107.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREET					
	PERSONAL SERVICES:					
01-4310-1000	SALARIES	53,926.07	729,420.79	719,144.00	(10,276.79)	101.4
01-4310-1500	PART-TIME	.00	.00	65,800.00	65,800.00	.0
01-4310-1800	SHIFT COVERAGE ON CALL	1,054.09	20,383.86	17,500.00	(2,883.86)	116.5
01-4310-1900	OVERTIME	2,280.37	49,084.18	35,000.00	(14,084.18)	140.2
01-4310-2100	FICA TAXES-CITY	6,556.37	62,945.58	60,977.70	(1,967.88)	103.2
01-4310-2200	STATE RETIREMENT-CITY	10,316.77	96,303.54	87,463.00	(8,840.54)	110.1
01-4310-2400	WORKER'S COMPENSATION-CITY	2,466.32	22,521.12	27,628.00	5,106.88	81.5
01-4310-2500	HEALTH INSURANCE-CITY	19,672.20	223,091.63	216,685.00	(6,406.63)	103.0
01-4310-2505	HEALTH REIMBURSEMENT ACCT(HRA)	601.89	4,557.12	15,500.00	10,942.88	29.4
01-4310-2510	DENTAL INSURANCE-CITY	567.02	6,576.34	6,576.00	(.34)	100.0
01-4310-2515	VISION	257.91	3,032.21	.00	(3,032.21)	.0
01-4310-2600	ST & LONG TERM DISABILITY	347.72	4,139.27	4,323.06	183.79	95.8
01-4310-2800	STATE UNEMPLOYMENT INSURANCE	.00	33.44	6,000.00	5,966.56	.6
	TOTAL PERSONAL SERVICES	98,046.73	1,222,089.08	1,262,596.76	40,507.68	96.8
	MATERIALS AND SERVICES:					
01-4310-3200	OPERATING SUPPLIES	2,111.53	17,803.44	16,240.00	(1,563.44)	109.6
01-4310-3400	MINOR EQUIPMENT	1,865.84	3,661.29	3,800.00	138.71	96.4
01-4310-3500	MOTOR FUELS & LUBRICANTS	5,576.69	90,845.90	109,092.00	18,246.10	83.3
01-4310-3600	COMPUTER SOFTWARE	.00	6,814.00	6,800.00	(14.00)	100.2
01-4310-4200	PROFESSIONAL SERVICES	11,738.41	202,751.84	204,000.00	1,248.16	99.4
01-4310-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	1,330.00	4,515.00	3,185.00	29.5
01-4310-5100	TELEPHONE & COMMUNICATIONS	30.00	360.00	7,000.00	6,640.00	5.1
01-4310-5200	UTILITIES	1,537.62	16,752.89	19,500.00	2,747.11	85.9
01-4310-6000	REPAIR & MAINT--AUTOMOTIVE EQU	1,500.79	8,681.34	8,700.00	18.66	99.8
01-4310-6100	REPAIR & MAINT--MACHINERY & EQ	33,008.29	85,239.44	98,650.00	13,410.56	86.4
01-4310-6910	OTHER PURCHASED SERVICES	1,195.55	15,134.63	16,000.00	865.37	94.6
01-4310-6920	SIGNS & SIGNALIZATION	495.87	13,450.10	16,000.00	2,549.90	84.1
01-4310-6930	STREET LIGHTING	3,169.14	24,684.01	18,500.00	(6,184.01)	133.4
01-4310-6950	MAINTENANCE & IMPROVEMENTS	96,549.92	272,823.55	338,300.00	65,476.45	80.7
	TOTAL MATERIAL AND SERVICES	158,779.65	760,332.43	867,097.00	106,764.57	87.7
	CAPITAL OUTLAY:					
01-4310-7500	AUTOMOTIVE EQUIPMENT	.00	112.90	.00	(112.90)	.0
	TOTAL CAPITAL OUTLAY	.00	112.90	.00	(112.90)	.0
	TOTAL STREET	256,826.38	1,982,534.41	2,129,693.76	147,159.35	93.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
	PERSONAL SERVICES:					
01-4510-1000	SALARIES	21,186.10	281,282.61	275,420.00	(5,862.61)	102.1
01-4510-1500	PART-TIME/SEASONAL	748.50	66,007.20	85,000.00	18,992.80	77.7
01-4510-1900	OVERTIME	.00	833.25	.00	(833.25)	.0
01-4510-2100	FICA TAXES - CITY	2,564.94	27,225.44	27,540.00	314.56	98.9
01-4510-2200	STATE RETIREMENT - CITY	3,969.06	34,331.85	43,056.00	8,724.15	79.7
01-4510-2400	WORKER'S COMPENSATION - CITY	521.54	5,854.86	7,700.00	1,845.14	76.0
01-4510-2500	HEALTH INSURANCE - CITY	8,133.02	88,418.32	83,829.00	(4,589.32)	105.5
01-4510-2505	HEALTH REIMBURSEMENT ACCT(HRA)	257.00	5,117.40	5,000.00	(117.40)	102.4
01-4510-2510	DENTAL INSURANCE-CITY	229.50	2,602.00	2,526.00	(76.00)	103.0
01-4510-2515	VISION	108.00	1,281.50	.00	(1,281.50)	.0
01-4510-2600	ST & LONG TERM DISABILITY	136.55	1,638.60	1,612.80	(25.80)	101.6
01-4510-2800	STATE UNEMPLOYMENT INSURANCE	.00	.00	1,000.00	1,000.00	.0
	TOTAL PERSONAL SERVICES	37,854.21	514,593.03	532,683.80	18,090.77	96.6
	MATERIALS AND SERVICES:					
01-4510-3100	OFFICE SUPPLIES & POSTAGE	3.10	284.72	1,000.00	715.28	28.5
01-4510-3200	OPERATING SUPPLIES	357.31	4,288.84	4,500.00	211.16	95.3
01-4510-3250	RECREATION SUPPLIES	2,306.74	12,219.02	11,000.00	(1,219.02)	111.1
01-4510-3280	YOUTH GOLF	.00	220.00	1,000.00	780.00	22.0
01-4510-3300	RESALE ITEMS-CONCESSION SUPPLY	2,283.69	8,347.13	7,500.00	(847.13)	111.3
01-4510-3310	STATE SALES TAX-PARK	1,515.51	7,431.59	8,500.00	1,068.41	87.4
01-4510-3500	MOTOR FUELS & LUBRICANTS	.00	1,688.62	3,500.00	1,811.38	48.3
01-4510-4200	PROFESSIONAL SERVICE	1,472.50	8,082.35	3,842.00	(4,240.35)	210.4
01-4510-4410	ADVERTISING & PUBLICATIONS	61.43	1,922.43	1,000.00	(922.43)	192.2
01-4510-4800	DUES, SUBSCRIPTIONS & MEMBERSH	.00	65.00	500.00	435.00	13.0
01-4510-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	688.50	1,000.00	311.50	68.9
01-4510-5100	TELEPHONE & COMMUNICATIONS	.00	.00	1,500.00	1,500.00	.0
01-4510-5200	UTILITIES	702.60	4,934.59	11,400.00	6,465.41	43.3
01-4510-6000	REPAIR & MAINT--AUTOMOTIVE EQU	.00	616.53	3,500.00	2,883.47	17.6
01-4510-6100	REPAIR & MAINT--MACHINERY & EQ	.00	1,771.54	2,500.00	728.46	70.9
	TOTAL MATERIAL AND SERVICES	8,702.88	52,560.86	62,242.00	9,681.14	84.5
	TOTAL RECREATION	46,557.09	567,153.89	594,925.80	27,771.91	95.3
	TOTAL FUND EXPENDITURES	2,256,912.58	19,427,486.29	19,084,762.81	(342,723.48)	101.8
	NET REVENUE OVER EXPENDITURES	(1,238,904.60)	(2,825,799.23)	.41	2,825,799.64	(68921

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

WAGON DAYS FUND

	ASSETS			
02-1000-0000	CASH - COMBINED		(68,597.97)	
02-1510-0000	INVESTMENTS--WAGON DAYS #1625		8.90	
02-1520-0000	WAGON DAYS- US BANK #2315		22,667.27	
	TOTAL ASSETS			(45,921.80)
	LIABILITIES AND EQUITY			
	LIABILITIES			
02-2030-0000	ACCOUNTS PAYABLE		(250.00)	
	TOTAL LIABILITIES			(250.00)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
02-2710-0000	WAGON DAYS FUND BALANCE	5,263.59		
	REVENUE OVER EXPENDITURES - YTD	(50,935.39)		
	BALANCE - CURRENT DATE		(45,671.80)	
	TOTAL FUND EQUITY			(45,671.80)
	TOTAL LIABILITIES AND EQUITY			(45,921.80)

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WAGON DAYS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WAGON DAYS REVENUE					
02-3400-1100	WAGON DAYS FEES	.00	1,500.00	1,500.00	.00	100.0
02-3400-6700	SALES-SOUVENIRS,TICKET,PICNIC	.00	10,670.70	6,000.00	(4,670.70)	177.9
	TOTAL WAGON DAYS REVENUE	.00	12,170.70	7,500.00	(4,670.70)	162.3
	MISCELLANEOUS REVENUE					
02-3700-1000	INTEREST EARNINGS	1.95	209.89	150.00	(59.89)	139.9
02-3700-3600	REFUNDS & REIMBURSEMENTS	.00	2,100.00	.00	(2,100.00)	.0
02-3700-6200	DONATIONS-ORE WAGON RESTORAT	.00	743.00	.00	(743.00)	.0
02-3700-6500	SPONSORSHIPS	105.00	9,712.96	10,000.00	287.04	97.1
02-3700-7000	RESERVED SEATING	.00	570.00	3,500.00	2,930.00	16.3
02-3700-8722	TRANSFER FROM LOT	19,465.85	166,850.00	166,850.00	.00	100.0
	TOTAL MISCELLANEOUS REVENUE	19,572.80	180,185.85	180,500.00	314.15	99.8
	TOTAL FUND REVENUE	19,572.80	192,356.55	188,000.00	(4,356.55)	102.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WAGON DAYS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WAGON DAYS EXPENDITURES					
	PERSONAL SERVICES:					
02-4530-2900	AWARDS	408.67	5,408.67	5,300.00	(108.67)	102.1
	TOTAL PERSONAL SERVICES	408.67	5,408.67	5,300.00	(108.67)	102.1
	MATERIALS AND SERVICES:					
02-4530-3100	OFFICE SUPPLIES & POSTAGE	.00	2,967.11	400.00	(2,567.11)	741.8
02-4530-3200	OPERATING SUPPLIES	7,324.68	10,815.55	9,000.00	(1,815.55)	120.2
02-4530-3250	SOUVENIRS SUPPLIES	9,981.55	10,831.55	6,500.00	(4,331.55)	166.6
02-4530-3310	STATE SALES TAX	611.60	849.09	800.00	(49.09)	106.1
02-4530-4200	PROFESSIONAL SERVICES	17,462.12	88,906.56	72,000.00	(16,906.56)	123.5
02-4530-4210	PARADE PARTCPNT/FIDDLERS/POETS	43,100.00	64,100.00	50,000.00	(14,100.00)	128.2
02-4530-4220	GRAND MARSHAL DINNER	8,112.41	8,543.06	5,500.00	(3,043.06)	155.3
02-4530-4230	HISTORY/CHILDREN'S ACTIVITIES	9,365.00	9,436.00	5,000.00	(4,436.00)	188.7
02-4530-4240	CONCERT	1,441.50	29,037.50	21,000.00	(8,037.50)	138.3
02-4530-4400	ADVERTISING & LEGAL PUBLICATIO	5,808.02	11,195.16	8,000.00	(3,195.16)	139.9
02-4530-5210	SOLID WASTE COLLECTION	465.72	824.57	4,500.00	3,675.43	18.3
02-4530-6900	MISCELLANEOUS SERVICES & CHARG	.00	377.12	.00	(377.12)	.0
	TOTAL MATERIAL AND SERVICES	103,672.60	237,883.27	182,700.00	(55,183.27)	130.2
	TOTAL WAGON DAYS EXPENDITURES	104,081.27	243,291.94	188,000.00	(55,291.94)	129.4
	TOTAL FUND EXPENDITURES	104,081.27	243,291.94	188,000.00	(55,291.94)	129.4
	NET REVENUE OVER EXPENDITURES	(84,508.47)	(50,935.39)	.00	50,935.39	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

	ASSETS			
03-1000-0000	CASH - COMBINED		(344,172.44)	
03-1510-0000	INVESTMENTS--GEN CIP #2572		1,445,553.87	
	TOTAL ASSETS			1,101,381.43
	LIABILITIES AND EQUITY			
	LIABILITIES			
03-2030-0000	ACCOUNTS PAYABLE		159,950.00	
	TOTAL LIABILITIES			159,950.00
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
03-2710-0000	GEN CAPITAL IMPRVMNT BALANCE	5,250,319.45		
	REVENUE OVER EXPENDITURES - YTD	(4,308,888.02)		
	BALANCE - CURRENT DATE		941,431.43	
	TOTAL FUND EQUITY			941,431.43
	TOTAL LIABILITIES AND EQUITY			1,101,381.43

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	GENERAL CIP REVENUE					
03-3100-6100	IDAHO POWER FRANCHISE	.00	348,997.59	300,000.00	(48,997.59)	116.3
	TOTAL GENERAL CIP REVENUE	.00	348,997.59	300,000.00	(48,997.59)	116.3
	SOURCE 3400					
03-3400-7200	STREET IMPACT FEES	17,566.68	75,093.72	.00	(75,093.72)	.0
03-3400-7210	PARKS & RECREATION IMPACT FEE	3,474.00	13,801.00	.00	(13,801.00)	.0
03-3400-7220	FIRE & RESCUE IMPACT FEES	6,941.00	33,752.73	.00	(33,752.73)	.0
03-3400-7230	POLICE IMPACT FEES	947.68	2,882.04	.00	(2,882.04)	.0
	TOTAL SOURCE 3400	28,929.36	125,529.49	.00	(125,529.49)	.0
	MISCELLANEOUS REVENUE					
03-3700-1000	INTEREST EARNINGS	14,348.42	200,689.53	200,000.00	(689.53)	100.3
03-3700-3600	REFUNDS & REIMBURSEMENTS	47,169.26	117,321.11	102,501.00	(14,820.11)	114.5
03-3700-3610	WOOD RIVER LAND TRUST REIMB	(728,383.26)	.00	.00	.00	.0
03-3700-3650	FIRE DEPARTMENT DONATIONS	110.00	20,585.00	.00	(20,585.00)	.0
03-3700-8701	TRANSFER FROM GENERAL FUND	.00	847,677.00	847,677.00	.00	100.0
03-3700-8722	TRANSFER FROM LOT FUND	21,875.00	1,262,500.00	1,262,500.00	.00	100.0
03-3700-8790	ITD MAIN STREET FUNDING	.00	300,000.00	300,000.00	.00	100.0
03-3700-8795	OTHER DONATIONS & REIMBURSEMEN	.00	.00	150,000.00	150,000.00	.0
03-3700-8798	URA FUNDING	.00	.00	765,000.00	765,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	(644,880.58)	2,748,772.64	3,627,678.00	878,905.36	75.8
	FUND BALANCE					
03-3800-9000	FUND BALANCE	.00	.00	3,606,733.00	3,606,733.00	.0
	TOTAL FUND BALANCE	.00	.00	3,606,733.00	3,606,733.00	.0
	TOTAL FUND REVENUE	(615,951.22)	3,223,299.72	7,534,411.00	4,311,111.28	42.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4193-7110	DOWNTOWN CORE SIDEWALK (P)	85,630.47	593,898.52	500,000.00	(93,898.52)	118.8
03-4193-7135	MAIN STREET REHAB	1,937,706.42	4,074,077.87	3,492,204.00	(581,873.87)	116.7
03-4193-7145	5TH STREET SIDEWALK REPLACE	(9,548.69)	.00	.00	.00	.0
03-4193-7150	BIKE NETWORK IMPROVEMENTS	6,876.40	64,346.94	80,000.00	15,653.06	80.4
03-4193-7180	POWER LINE UNDERGROUNDING (P)	.00	1,045,463.00	700,632.00	(344,831.00)	149.2
03-4193-7195	MAIN STREET DESIGN & RECONSTR	(17,896.75)	.00	.00	.00	.0
03-4193-7199	LONG-TERM PLANNING & DESIGN	30,600.00	30,600.00	.00	(30,600.00)	.0
03-4193-7200	TECHNOLOGY UPGRADES	1,019.40	75,124.10	199,575.00	124,450.90	37.6
03-4193-7205	WEBSITE REBUILD	.00	.00	60,000.00	60,000.00	.0
03-4193-7210	SUSTAINABILITY	.00	2,900.84	.00	(2,900.84)	.0
03-4193-7500	PARKING MANAGEMENT	.00	.00	95,000.00	95,000.00	.0
03-4193-7607	SIDEWALK CURB AND GUTTER	(12,399.00)	.00	.00	.00	.0
03-4193-7611	PAVEMENT MANAGEMENT PROG (P)	.00	572,246.23	600,000.00	27,753.77	95.4
03-4193-7612	MASTIC PATCHER	.00	80,225.00	.00	(80,225.00)	.0
03-4193-7613	ROAD BARRIERS	.00	86,645.18	.00	(86,645.18)	.0
	TOTAL CAPITAL OUTLAY	2,021,988.25	6,625,527.68	5,727,411.00	(898,116.68)	115.7
	OTHER EXPENDITURES:					
03-4193-9930	CIP FUND CONTINGENCY	(41,383.50)	.00	540,000.00	540,000.00	.0
	TOTAL OTHER EXPENDITURES	(41,383.50)	.00	540,000.00	540,000.00	.0
	TOTAL GENERAL CIP EXPENDITURES	1,980,604.75	6,625,527.68	6,267,411.00	(358,116.68)	105.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FACILITY MAINT CIP EXPENDITURE					
	CAPITAL OUTLAY:					
03-4194-7110	FORD RANGER	.00	27,280.00	35,000.00	7,720.00	77.9
03-4194-7120	ATKINSON PARK IRRIG UPGRADES	.00	.00	50,000.00	50,000.00	.0
03-4194-7135	FOREST SRV PARK RENOVATION	14,013.12	94,078.84	175,000.00	80,921.16	53.8
03-4194-7136	HYPERBOREAN CONDO RENOVATION	39,485.02	39,485.02	.00	(39,485.02)	.0
03-4194-7140	BONNING CABIN PRESERVATION	570.00	29,544.00	50,000.00	20,456.00	59.1
03-4194-7155	ROTARY PARK REHABILATION	45,344.75	69,606.28	124,500.00	54,893.72	55.9
03-4194-7156	ORE WAGON R&M	.00	.00	170,000.00	170,000.00	.0
03-4194-7160	TOWNE SQUARE DESIGN SCOPE	44,797.50	112,797.50	.00	(112,797.50)	.0
03-4194-7170	TRASH CANS (CITYWIDE) REPLACE	.00	4,150.00	20,000.00	15,850.00	20.8
03-4194-7180	WATER CONSERVATION UPGRADES	.00	.00	20,000.00	20,000.00	.0
03-4194-7185	EV CHARGING STATIONS	.00	7,325.00	.00	(7,325.00)	.0
03-4194-7200	SOLAR (FIRE)	68,166.76	68,166.76	150,000.00	81,833.24	45.4
03-4194-7602	MOWER REPLACEMENT	.00	.00	34,000.00	34,000.00	.0
03-4194-7603	GRAVELY ZERO TURN MOWER	.00	.00	16,000.00	16,000.00	.0
03-4194-7604	ATV WARMS SPRINGS PRESERVE	500.00	500.00	.00	(500.00)	.0
	TOTAL CAPITAL OUTLAY	212,877.15	452,933.40	844,500.00	391,566.60	53.6
	TOTAL FACILITY MAINT CIP EXPENDITURE	212,877.15	452,933.40	844,500.00	391,566.60	53.6

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4210-7100	POLICE VEHICLE (NEW)	.00	61,160.74	60,000.00	(1,160.74)	101.9
	TOTAL CAPITAL OUTLAY	.00	61,160.74	60,000.00	(1,160.74)	101.9
	TOTAL POLICE CIP EXPENDITURES	.00	61,160.74	60,000.00	(1,160.74)	101.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE & RESCUE CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4230-7100	UTILITY/PICK-UP TRUCK	2,564.58	104,729.12	110,000.00	5,270.88	95.2
03-4230-7115	FIREFIGHTIN EQ (TOOLS)	.00	17,206.64	15,000.00	(2,206.64)	114.7
03-4230-7120	RADIOS (PORTABLE)	152.95	25,593.83	14,000.00	(11,593.83)	182.8
03-4230-7125	RESCUE (CITY PROVIDED)	19,490.09	24,278.99	30,000.00	5,721.01	80.9
03-4230-7130	PPE (TURNOUT GEAR)	191.12	35,169.89	32,000.00	(3,169.89)	109.9
03-4230-7135	MEDICAL (CITY PROVIDED)	18,312.00	18,312.00	4,000.00	(14,312.00)	457.8
03-4230-7140	SHOP TOOLS	.00	676.12	2,500.00	1,823.88	27.0
	TOTAL CAPITAL OUTLAY	40,710.74	225,966.59	207,500.00	(18,466.59)	108.9
	TOTAL FIRE & RESCUE CIP EXPENDITURES	40,710.74	225,966.59	207,500.00	(18,466.59)	108.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4310-7125	ELGIN EAGLE - SWEEPER	.00	52,737.87	50,000.00	(2,737.87)	105.5
03-4310-7140	140 GRADER (TBD) - (LEASE/PURC	.00	56,620.74	50,000.00	(6,620.74)	113.2
03-4310-7150	CAPITAL EQUIPMENT	(9,060.00)	.00	.00	.00	.0
03-4310-7600	DODGE DURANGO (2001)	.00	57,057.00	35,000.00	(22,057.00)	163.0
	TOTAL CAPITAL OUTLAY	(9,060.00)	166,415.61	135,000.00	(31,415.61)	123.3
	TOTAL STREETS CIP EXPENDITURES	(9,060.00)	166,415.61	135,000.00	(31,415.61)	123.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION CIP EXPENDITURES					
	CAPITAL OUTLAY:					
03-4510-7125	PUMP PARK OVERHAUL	.00	183.72	.00	(183.72)	.0
03-4510-7130	JOHN DEER GATOR	.00	.00	20,000.00	20,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	183.72	20,000.00	19,816.28	.9
	TOTAL RECREATION CIP EXPENDITURES	.00	183.72	20,000.00	19,816.28	.9
	TOTAL FUND EXPENDITURES	2,225,132.64	7,532,187.74	7,534,411.00	2,223.26	100.0
	NET REVENUE OVER EXPENDITURES	(2,841,083.86)	(4,308,888.02)	.00	4,308,888.02	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

ORIGINAL LOT FUND

	ASSETS			
22-1000-0000	CASH - COMBINED		131,449.78	
22-1050-0000	TAXES RECEIVABLE		300,666.64	
22-1510-0000	INVESTMENTS-LOT #3183		365,660.27	
	TOTAL ASSETS			797,776.69
	LIABILITIES AND EQUITY			
	LIABILITIES			
22-2030-0000	ACCOUNTS PAYABLE		(1,500.00)	
	TOTAL LIABILITIES			(1,500.00)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
22-2710-0000	FUND BALANCE	1,362,693.70		
	REVENUE OVER EXPENDITURES - YTD	(563,417.01)		
	BALANCE - CURRENT DATE		799,276.69	
	TOTAL FUND EQUITY			799,276.69
	TOTAL LIABILITIES AND EQUITY			797,776.69

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

ORIGINAL LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	ORIGINAL LOT TAX					
22-3100-3000	ORIGINAL LOT TAX	381,461.83	4,001,449.55	3,392,664.00	(608,785.55)	117.9
	TOTAL ORIGINAL LOT TAX	381,461.83	4,001,449.55	3,392,664.00	(608,785.55)	117.9
	MISCELLANEOUS REVENUE					
22-3700-1000	INTEREST EARNINGS	1,343.15	16,348.54	.00	(16,348.54)	.0
22-3700-3600	REFUNDS & REIMBURSEMENTS	.00	1,400.00	.00	(1,400.00)	.0
22-3700-8725	TRANSFR FROM ADDITIONAL 1%-LOT	4,078.75	48,945.00	48,945.00	.00	100.0
	TOTAL MISCELLANEOUS REVENUE	5,421.90	66,693.54	48,945.00	(17,748.54)	136.3
	FUND BALANCE					
22-3800-9000	FUND BALANCE	.00	.00	1,358,391.00	1,358,391.00	.0
	TOTAL FUND BALANCE	.00	.00	1,358,391.00	1,358,391.00	.0
	TOTAL FUND REVENUE	386,883.73	4,068,143.09	4,800,000.00	731,856.91	84.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

ORIGINAL LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ORIGINAL LOT TAX					
	MATERIALS AND SERVICES:					
22-4910-3610	PROCESSING FEE XBP	226.15	2,660.33	1,000.00	(1,660.33)	266.0
22-4910-4200	PROFESSIONAL SERVICES	.00	27,000.00	21,591.00	(5,409.00)	125.1
22-4910-5000	ADMINISTRATIVE EXPENSE-GEN FND	416.63	5,000.00	5,000.00	.00	100.0
22-4910-6060	EVENTS/PROMOTIONS	8,964.31	125,946.29	115,195.00	(10,751.29)	109.3
22-4910-6070	SVED	3,750.00	18,750.00	15,000.00	(3,750.00)	125.0
22-4910-6075	IDAHO DARK SKY ALLIANCE	.00	2,500.00	2,500.00	.00	100.0
22-4910-6080	MOUNTAIN RIDES	.00	824,000.00	824,000.00	.00	100.0
22-4910-6085	FRIENDS OF THE SAWTOOTH NF	15,000.00	15,000.00	5,000.00	(10,000.00)	300.0
22-4910-6090	CONSOLIDATED DISPATCH	.00	178,127.48	180,512.00	2,384.52	98.7
22-4910-6095	MOUNTAIN HUMANE	.00	3,226.00	4,078.00	852.00	79.1
22-4910-6900	MISCELLANEOUS	.00	.00	196,774.00	196,774.00	.0
	TOTAL MATERIAL AND SERVICES	28,357.09	1,202,210.10	1,370,650.00	168,439.90	87.7
	OTHER EXPENDITURES:					
22-4910-8801	REIMBURSE GF POLICE/FIRE/AMB	166,666.63	2,000,000.00	2,000,000.00	.00	100.0
22-4910-8802	TRNSFR TO WAGON DAYS FUND	19,465.85	166,850.00	166,850.00	.00	100.0
22-4910-8803	TRANSFER TO GENERAL CIP	21,875.00	1,262,500.00	1,262,500.00	.00	100.0
	TOTAL OTHER EXPENDITURES	208,007.48	3,429,350.00	3,429,350.00	.00	100.0
	TOTAL ORIGINAL LOT TAX	236,364.57	4,631,560.10	4,800,000.00	168,439.90	96.5
	TOTAL FUND EXPENDITURES	236,364.57	4,631,560.10	4,800,000.00	168,439.90	96.5
	NET REVENUE OVER EXPENDITURES	150,519.16	(563,417.01)	.00	563,417.01	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

ADDITIONAL1%-LOT FUND

	ASSETS			
25-1000-0000	CASH - COMBINED		2,509.86	
	TOTAL ASSETS			2,509.86
	LIABILITIES AND EQUITY			
	LIABILITIES			
25-2030-0000	ACCOUNTS PAYABLE		(157,719.84)	
	TOTAL LIABILITIES			(157,719.84)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
25-2710-0000	FUND BALANCE	349,124.86		
	REVENUE OVER EXPENDITURES - YTD	(188,895.16)		
	BALANCE - CURRENT DATE		160,229.70	
	TOTAL FUND EQUITY			160,229.70
	TOTAL LIABILITIES AND EQUITY			2,509.86

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

ADDITIONAL1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	ADDITIONAL 1%-LOT					
25-3100-3010	ADDITIONAL 1%	321,877.22	3,263,931.56	3,000,875.00	(263,056.56)	108.8
	TOTAL ADDITIONAL 1%-LOT	321,877.22	3,263,931.56	3,000,875.00	(263,056.56)	108.8
	FUND BALANCE					
25-3800-9000	FUND BALANCE	.00	.00	299,125.00	299,125.00	.0
	TOTAL FUND BALANCE	.00	.00	299,125.00	299,125.00	.0
	TOTAL FUND REVENUE	321,877.22	3,263,931.56	3,300,000.00	36,068.44	98.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

ADDITIONAL1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADDITIONAL 1%-LOT					
	MATERIALS AND SERVICES:					
25-4910-4220	SUN VALLEY AIR SERVICE BOARD	171,471.06	1,479,905.81	1,475,965.00	(3,940.81)	100.3
25-4910-4240	SVASB RELEASE FUND BALANCE	.00	299,125.00	299,125.00	.00	100.0
	TOTAL MATERIAL AND SERVICES	171,471.06	1,779,030.81	1,775,090.00	(3,940.81)	100.2
	OTHER EXPENDITURES:					
25-4910-8822	TRANSFER TO ORIG LOT-DIR COST	4,078.75	48,945.00	48,945.00	.00	100.0
25-4910-8824	TRANSFER TO HOUSING	156,859.86	1,624,850.91	1,475,965.00	(148,885.91)	110.1
	TOTAL OTHER EXPENDITURES	160,938.61	1,673,795.91	1,524,910.00	(148,885.91)	109.8
	TOTAL ADDITIONAL 1%-LOT	332,409.67	3,452,826.72	3,300,000.00	(152,826.72)	104.6
	TOTAL FUND EXPENDITURES	332,409.67	3,452,826.72	3,300,000.00	(152,826.72)	104.6
	NET REVENUE OVER EXPENDITURES	(10,532.45)	(188,895.16)	.00	188,895.16	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

FIRE BOND FUND

	ASSETS			
41-1000-0000	CASH - COMBINED		(2,588.72)	
41-1050-0000	TAXES RECEIVABLE--CURRENT		5,738.43	
	TOTAL ASSETS			3,149.71
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
41-2710-0000	FUND BALANCE	(1,883.51)		
	REVENUE OVER EXPENDITURES - YTD	5,033.22		
	BALANCE - CURRENT DATE		3,149.71	
	TOTAL FUND EQUITY			3,149.71
	TOTAL LIABILITIES AND EQUITY			3,149.71

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX					
41-3100-1000	PROPERTY TAX GO LEVY	3,649.56	618,580.50	617,019.00	(1,561.50)	100.3
41-3100-9000	PENALTY & INTEREST ON TAXES	362.41	2,721.48	.00	(2,721.48)	.0
	TOTAL PROPERTY TAX	4,011.97	621,301.98	617,019.00	(4,282.98)	100.7
	TOTAL FUND REVENUE	4,011.97	621,301.98	617,019.00	(4,282.98)	100.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE BOND FUND EXP/TRNFRS					
	MATERIALS AND SERVICES:					
41-4800-4205	PROF SERVICES PAYING AGENT	.00	2,250.00	3,000.00	750.00	75.0
	TOTAL MATERIAL AND SERVICES	.00	2,250.00	3,000.00	750.00	75.0
	OTHER EXPENDITURES:					
41-4800-8100	DEBT SRVC ACCT PRINCIPL-FIRE	.00	484,509.38	355,000.00	(129,509.38)	136.5
41-4800-8200	DEBT SRVC ACCT INTEREST-FIRE	.00	129,509.38	259,019.00	129,509.62	50.0
	TOTAL OTHER EXPENDITURES	.00	614,018.76	614,019.00	.24	100.0
	TOTAL FIRE BOND FUND EXP/TRNFRS	.00	616,268.76	617,019.00	750.24	99.9
	TOTAL FUND EXPENDITURES	.00	616,268.76	617,019.00	750.24	99.9
	NET REVENUE OVER EXPENDITURES	4,011.97	5,033.22	.00	(5,033.22)	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

IN-LIEU HOUSING FUND

	ASSETS			
52-1515-0000	INVESTMENTS--IN-LIEU HOUS#3044		485,868.45	
	TOTAL ASSETS			485,868.45
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
52-2710-0000	FUND BALANCE	1,779,661.65		
	REVENUE OVER EXPENDITURES - YTD	(1,293,793.20)		
	BALANCE - CURRENT DATE		485,868.45	
	TOTAL FUND EQUITY			485,868.45
	TOTAL LIABILITIES AND EQUITY			485,868.45

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
52-3700-1000	INTEREST EARNINGS	3,596.99	43,781.80	5,000.00	(38,781.80)	875.6
52-3700-7500	IN-LIEU-AFFORDABLE HOUSING FEE	.00	.00	300,000.00	300,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	3,596.99	43,781.80	305,000.00	261,218.20	14.4
	FUND BALANCE					
52-3800-9000	FUND BALANCE	.00	.00	2,089,874.00	2,089,874.00	.0
	TOTAL FUND BALANCE	.00	.00	2,089,874.00	2,089,874.00	.0
	TOTAL FUND REVENUE	3,596.99	43,781.80	2,394,874.00	2,351,092.20	1.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	IN-LIEU HOUSING EXPENDITURES					
	MATERIALS AND SERVICES:					
52-4410-4225	DEED RESTRICTIONS	157,575.00	157,575.00	.00	(157,575.00)	.0
	TOTAL MATERIAL AND SERVICES	157,575.00	157,575.00	.00	(157,575.00)	.0
	CAPITAL OUTLAY:					
52-4410-7116	BLUEBIRD VILLAGE HOUSING	.00	680,000.00	680,000.00	.00	100.0
	TOTAL CAPITAL OUTLAY	.00	680,000.00	680,000.00	.00	100.0
	OTHER EXPENDITURES:					
52-4410-8899	TRANSFER TO HOUSING FUND	.00	500,000.00	500,000.00	.00	100.0
52-4410-9930	COM.HOUSING OP. CONTINGENCY	.00	.00	1,214,874.00	1,214,874.00	.0
	TOTAL OTHER EXPENDITURES	.00	500,000.00	1,714,874.00	1,214,874.00	29.2
	TOTAL IN-LIEU HOUSING EXPENDITURES	157,575.00	1,337,575.00	2,394,874.00	1,057,299.00	55.9
	TOTAL FUND EXPENDITURES	157,575.00	1,337,575.00	2,394,874.00	1,057,299.00	55.9
	NET REVENUE OVER EXPENDITURES	(153,978.01)	(1,293,793.20)	.00	1,293,793.20	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

COMMUNITY HOUSING

	ASSETS			
54-1000-0000	CASH - COMBINED		1,044,866.05	
	TOTAL ASSETS			1,044,866.05
	LIABILITIES AND EQUITY			
	LIABILITIES			
54-2030-0000	ACCOUNTS PAYABLE		(1,382.15)	
54-2300-0000	DEPOSITS-SEC DEP LTL		1,075.00	
54-2300-0001	DEPOSITS-SEC DEP BIRD DR		(1,000.00)	
	TOTAL LIABILITIES			(1,307.15)
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
54-2710-0000	FUND BALANCE	128,743.70		
	REVENUE OVER EXPENDITURES - YTD	917,429.50		
	BALANCE - CURRENT DATE		1,046,173.20	
	TOTAL FUND EQUITY			1,046,173.20
	TOTAL LIABILITIES AND EQUITY			1,044,866.05

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

COMMUNITY HOUSING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	COMMUNITY HOUSING REVENUE					
54-3700-2000	LIFT TOWER LODGE RENTS	6,244.00	91,022.56	94,836.00	3,813.44	96.0
54-3700-2010	291 N 2ND AVE RENTS	.00	28,895.20	.00	(28,895.20)	.0
54-3700-2012	EVERGREEN RENTS	5,750.00	16,850.00	.00	(16,850.00)	.0
54-3700-2020	DEED RESTRICTION RENTS	.00	27,706.13	.00	(27,706.13)	.0
54-3700-3600	REFUNDS & REIMBURSEMENTS(BCHA)	.00	258,663.48	252,055.00	(6,608.48)	102.6
54-3700-3610	REFUNDS & REIM BLAINE COUNTY	.00	115,875.00	150,000.00	34,125.00	77.3
54-3700-3620	MISCELLANEOUS REVENUE	.00	568,491.69	.00	(568,491.69)	.0
54-3700-4000	DEED RESTRICTED PROP SALE	.00	407,937.90	378,000.00	(29,937.90)	107.9
54-3700-8701	TRANSFER FROM GENERAL FUND	.00	500,000.00	500,000.00	.00	100.0
54-3700-8705	TRANSFER FROM ADDITIONAL .50%	156,859.86	1,624,850.91	1,475,965.00	(148,885.91)	110.1
54-3700-8730	TRANSFER FROM IN-LIEU FUND	.00	500,000.00	500,000.00	.00	100.0
	TOTAL COMMUNITY HOUSING REVENUE	168,853.86	4,140,292.87	3,350,856.00	(789,436.87)	123.6
	SOURCE 3800					
54-3800-9000	FUND BALANCE	.00	.00	49,144.00	49,144.00	.0
	TOTAL SOURCE 3800	.00	.00	49,144.00	49,144.00	.0
	TOTAL FUND REVENUE	168,853.86	4,140,292.87	3,400,000.00	(740,292.87)	121.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

COMMUNITY HOUSING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY HOUSING EXPENSE					
	PERSONAL SERVICES:					
54-4410-1000	SALARIES	33,158.46	415,601.60	692,968.00	277,366.40	60.0
54-4410-1500	PART-TIME SALARIES	57.88	27,832.42	.00	(27,832.42)	.0
54-4410-2100	FICA TAXES-CITY	3,729.00	34,270.29	.00	(34,270.29)	.0
54-4410-2200	STATE RETIREMENT-CITY	5,946.08	54,860.87	.00	(54,860.87)	.0
54-4410-2400	WORKMEN'S COMPENSATION-CITY	50.27	857.62	.00	(857.62)	.0
54-4410-2500	HEALTH INSURANCE-CITY	10,341.56	119,799.36	.00	(119,799.36)	.0
54-4410-2505	HEALTH REIMBURSEMENT ACCT(HRA)	482.47	4,202.33	.00	(4,202.33)	.0
54-4410-2510	DENTAL INSURANCE-CITY	295.46	3,552.28	.00	(3,552.28)	.0
54-4410-2515	VISION REIMBURSEMENT ACCT(HRA)	136.18	1,722.06	.00	(1,722.06)	.0
54-4410-2600	LONG TERM DISABILITY	210.45	2,270.48	.00	(2,270.48)	.0
	TOTAL PERSONAL SERVICES	54,407.81	664,969.31	692,968.00	27,998.69	96.0
	MATERIALS AND SERVICES:					
54-4410-3100	GENERAL OFFICE	3,759.23	24,881.61	11,500.00	(13,381.61)	216.4
54-4410-3200	LIFT TOWER LODGE OPERATIONS	.00	5,237.86	89,200.00	83,962.14	5.9
54-4410-4200	PROFESSIONAL SERVICES	10,343.75	129,884.23	75,000.00	(54,884.23)	173.2
54-4410-4210	LEASE TO LOCALS INCENTIVES	11,050.00	82,000.00	200,000.00	118,000.00	41.0
54-4410-4215	LEASE TO LOCALS PROF SERVICES	12,000.00	67,371.56	100,000.00	32,628.44	67.4
54-4410-4225	DEED RESTRICTIONS	96.32	1,268,399.64	1,311,590.00	43,190.36	96.7
54-4410-4250	LIFT TOWER LODGE PROFF SVCS	2,236.10	33,418.86	.00	(33,418.86)	.0
54-4410-4260	EVERGREEN PROF SVCS	9,041.67	9,041.67	.00	(9,041.67)	.0
54-4410-5200	LIFT TOWER LODGE UTILITIES	3,500.35	23,518.20	.00	(23,518.20)	.0
54-4410-5210	291 N 2ND AVE UTILITIES	815.68	4,675.01	.00	(4,675.01)	.0
54-4410-5215	EVERGREEN UTILITIES	1,670.55	1,670.55	.00	(1,670.55)	.0
54-4410-5900	LIFT TOWER LDG REPAIR & MAINT	3,758.92	69,295.84	.00	(69,295.84)	.0
54-4410-5915	EVERGREEN REPAIR & MAINTENANCE	487.03	487.03	.00	(487.03)	.0
	TOTAL MATERIAL AND SERVICES	58,759.60	1,719,882.06	1,787,290.00	67,407.94	96.2
	CAPITAL OUTLAY:					
54-4410-7100	PROPERTY ACQUISTION	.00	50,000.00	50,000.00	.00	100.0
	TOTAL CAPITAL OUTLAY	.00	50,000.00	50,000.00	.00	100.0
	OTHER EXPENDITURES:					
54-4410-8000	REIMBURSEMENT BCHA OP & PROG	.00	357,495.00	357,495.00	.00	100.0
54-4410-8010	REIMBURSE BCHA BLAINE CO CONTR	.00	150,000.00	150,000.00	.00	100.0
54-4410-8030	REIMBURSE GENERAL FUND	.00	230,517.00	230,517.00	.00	100.0
54-4410-8040	BLAINE COUNTY CHARITABLE FUND	.00	50,000.00	50,000.00	.00	100.0
	TOTAL OTHER EXPENDITURES	.00	788,012.00	788,012.00	.00	100.0
	TOTAL COMMUNITY HOUSING EXPENSE	113,167.41	3,222,863.37	3,318,270.00	95,406.63	97.1
	TOTAL FUND EXPENDITURES	113,167.41	3,222,863.37	3,318,270.00	95,406.63	97.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

COMMUNITY HOUSING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	55,686.45	917,429.50	81,730.00	(835,699.50)	1122.5

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

WATER FUND

	ASSETS			
63-1000-0000	CASH - COMBINED		1,717,017.44	
63-1150-0000	ACCTS RCVBL--WATER		11,857.67	
63-1510-0000	INVESTMENTS-WATER FUND #976		3,607,217.52	
63-1610-0000	FIXED ASSETS--LAND		15,380.00	
63-1620-0000	FIXED ASSETS--BUILDINGS		13,210,514.35	
63-1630-0000	ACCUM DEPRN--BUILDINGS		(8,287,273.25)	
63-1660-0000	FIXED ASSETS--MACHINERY & EQUI		1,341,870.88	
63-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP		(430,283.54)	
63-1800-0000	DEFERRED OUTFLOWS OF RESOURCES		53,662.86	
63-1900-0000	UNAMORTIZED BOND DISCOUNT 2016		11,319.77	
	TOTAL ASSETS			11,251,283.70
	LIABILITIES AND EQUITY			
	LIABILITIES			
63-2300-0000	ACCRUED INTEREST PAYABLE		4,696.54	
63-2330-0000	BONDS PAYABLE-2015B		2,080,000.00	
63-2340-0000	WA REFNDING BONDS PAYABLE 2016		501,000.00	
63-2390-0000	COMPENSATED ABSENCES PAYABLE		49,473.77	
63-2395-0000	NET PENSION LIABILITY		269,901.85	
63-2500-0000	UNAMORTIZED BOND PREMIUM		146,950.83	
	TOTAL LIABILITIES			3,052,022.99
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
63-2710-0000	WATER FUND BALANCE	308,928.61		
63-2720-0000	RETAINED EARNINGS	6,585,036.55		
	REVENUE OVER EXPENDITURES - YTD	1,305,295.55		
	BALANCE - CURRENT DATE		8,199,260.71	
	TOTAL FUND EQUITY			8,199,260.71
	TOTAL LIABILITIES AND EQUITY			11,251,283.70

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER REVENUE					
63-3400-6100	WATER CHARGES	530,166.54	3,465,066.74	2,723,222.25	(741,844.49)	127.2
63-3400-6600	WA CONNECT FEE/FIRELINE/METER	.00	.00	23,000.00	23,000.00	.0
	TOTAL WATER REVENUE	530,166.54	3,465,066.74	2,746,222.25	(718,844.49)	126.2
	MISCELLANEOUS REVENUE					
63-3700-1000	INTEREST EARNINGS	13,250.10	161,277.48	10,000.00	(151,277.48)	1612.8
63-3700-3600	REFUNDS & REIMBURSEMENTS	.00	(19,607.75)	.00	19,607.75	.0
63-3700-7000	MISCELLANEOUS REVENUE	1,130.32	44,743.33	2,500.00	(42,243.33)	1789.7
	TOTAL MISCELLANEOUS REVENUE	14,380.42	186,413.06	12,500.00	(173,913.06)	1491.3
	FUND BALANCE					
63-3800-9000	FUND BALANCE	.00	.00	56,186.00	56,186.00	.0
	TOTAL FUND BALANCE	.00	.00	56,186.00	56,186.00	.0
	TOTAL FUND REVENUE	544,546.96	3,651,479.80	2,814,908.25	(836,571.55)	129.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER EXPENDITURES					
	PERSONAL SERVICES:					
63-4340-1000	SALARIES-WATER	32,732.48	372,718.18	426,133.91	53,415.73	87.5
63-4340-1800	SHIFT COVERAGE ON CALL	2,283.32	19,858.79	20,000.00	141.21	99.3
63-4340-1900	OVERTIME	4,673.74	33,830.45	11,000.00	(22,830.45)	307.6
63-4340-2100	FICA TAXES-CITY	4,173.68	33,282.44	34,129.24	846.80	97.5
63-4340-2200	STATE RETIREMENT-CITY	6,600.68	52,852.35	54,673.22	1,820.87	96.7
63-4340-2400	WORKMEN'S COMPENSATION-CITY	924.80	7,148.72	11,513.00	4,364.28	62.1
63-4340-2500	HEALTH INSURANCE-CITY	10,147.91	99,502.07	194,162.80	94,660.73	51.3
63-4340-2505	HEALTH REIMBURSEMENT ACCT(HRA)	1,189.89	3,495.54	12,429.17	8,933.63	28.1
63-4340-2510	DENTAL INSURANCE-CITY	298.50	2,913.19	4,870.92	1,957.73	59.8
63-4340-2515	VISION	136.67	1,427.67	.00	(1,427.67)	.0
63-4340-2600	LONG TERM DISABILITY	203.62	2,104.84	2,701.10	596.26	77.9
	TOTAL PERSONAL SERVICES	63,365.29	629,134.24	771,613.36	142,479.12	81.5
	MATERIALS AND SERVICES:					
63-4340-3100	OFFICE SUPPLIES & POSTAGE	.00	192.52	1,000.00	807.48	19.3
63-4340-3120	DATA PROCESSING	1,218.24	7,305.72	6,000.00	(1,305.72)	121.8
63-4340-3200	OPERATING SUPPLIES	2,718.45	24,857.68	16,500.00	(8,357.68)	150.7
63-4340-3250	LABORATORY/ANALYSIS	5,966.00	7,251.15	6,500.00	(751.15)	111.6
63-4340-3400	MINOR EQUIPMENT	.00	2,869.63	2,500.00	(369.63)	114.8
63-4340-3500	MOTOR FUELS & LUBRICANTS	2,390.34	6,955.09	10,000.00	3,044.91	69.6
63-4340-3600	COMPUTER SOFTWARE	1,000.00	7,441.46	10,000.00	2,558.54	74.4
63-4340-3800	CHEMICALS	3,080.48	9,154.89	10,000.00	845.11	91.6
63-4340-4200	PROFESSIONAL SERVICES	15,731.80	79,960.02	170,000.00	90,039.98	47.0
63-4340-4300	STATE & WA DISTRICT FEES	306.25	70,697.78	65,000.00	(5,697.78)	108.8
63-4340-4600	INSURANCE	.00	15,519.29	19,000.00	3,480.71	81.7
63-4340-4800	DUES, SUBSCRIPTIONS, & MEMBERS	685.00	937.00	1,000.00	63.00	93.7
63-4340-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	1,215.00	5,000.00	3,785.00	24.3
63-4340-5000	ADMINISTRATIVE EXPENSE-GEN FND	12,398.25	149,179.00	148,779.00	(400.00)	100.3
63-4340-5100	TELEPHONE & COMMUNICATIONS	3,960.72	10,636.80	12,000.00	1,363.20	88.6
63-4340-5110	COMPUTER NETWORK	.00	155.00	.00	(155.00)	.0
63-4340-5200	UTILITIES	46,269.67	124,881.53	120,000.00	(4,881.53)	104.1
63-4340-5500	RIGHT-OF-WAY FEE (STREET DEPT)	48,438.64	173,253.00	136,161.11	(37,091.89)	127.2
63-4340-6000	REPAIR & MAINT-AUTO EQUIP	6,733.02	9,071.99	5,500.00	(3,571.99)	165.0
63-4340-6100	REPAIR & MAINT-MACH & EQUIP	8,362.78	75,431.95	60,000.00	(15,431.95)	125.7
63-4340-6910	OTHER PURCHASED SERVICES	554.78	1,075.18	10,000.00	8,924.82	10.8
	TOTAL MATERIAL AND SERVICES	159,814.42	778,041.68	814,940.11	36,898.43	95.5
	CAPITAL OUTLAY:					
63-4340-7100	WATER EASEMENTS, LAND, ETC	.00	5,500.00	.00	(5,500.00)	.0
63-4340-7900	DEPRECIATION EXPENSE	.00	.00	275,000.00	275,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	5,500.00	275,000.00	269,500.00	2.0
	OTHER EXPENDITURES:					
63-4340-8801	REIMBURSE CITY GENERAL FUND	30,678.13	368,138.00	368,138.00	.00	100.0
63-4340-8864	TRANSFER TO WA CAPITAL IMP FND	20,000.00	240,000.00	240,000.00	.00	100.0
63-4340-9910	MERIT/COMPENSATION ADJUSTMENTS	15,500.00	15,500.00	35,000.00	19,500.00	44.3
	TOTAL OTHER EXPENDITURES	66,178.13	623,638.00	643,138.00	19,500.00	97.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL WATER EXPENDITURES	289,357.84	2,036,313.92	2,504,691.47	468,377.55	81.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER DEBT SERVICE EXPENDITRES					
	MATERIALS AND SERVICES:					
63-4800-4200	PROF.SERVICES-PAYING AGENT	.00	450.00	500.00	50.00	90.0
	TOTAL MATERIAL AND SERVICES	.00	450.00	500.00	50.00	90.0
	OTHER EXPENDITURES:					
63-4800-8300	DEBT SRVC ACCT PRINCIPAL-2015B	.00	34,980.33	35,000.00	19.67	99.9
63-4800-8400	DEBT SRVC ACCT INTEREST-2015B	.00	103,722.60	104,000.00	277.40	99.7
63-4800-8600	DEBT SRVC ACCT PRINCIPAL-2016	162,000.00	162,000.00	162,000.00	.00	100.0
63-4800-8700	DEBT SRVC ACCT INTEREST-2016	4,358.70	8,717.40	8,717.00	(.40)	100.0
	TOTAL OTHER EXPENDITURES	166,358.70	309,420.33	309,717.00	296.67	99.9
	TOTAL WATER DEBT SERVICE EXPENDITRES	166,358.70	309,870.33	310,217.00	346.67	99.9
	TOTAL FUND EXPENDITURES	455,716.54	2,346,184.25	2,814,908.47	468,724.22	83.4
	NET REVENUE OVER EXPENDITURES	88,830.42	1,305,295.55	(.22)	(1,305,295.77)	59331

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

WATER CAPITAL IMPROVEMENT FUND

	ASSETS			
64-1000-0000	CASH - COMBINED		(441,010.92)	
64-1510-0000	INVESTMENTS--WATER CIP #2138		722,682.71	
	TOTAL ASSETS			281,671.79
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
64-2710-0000	FUND BALANCE	821,048.32		
	REVENUE OVER EXPENDITURES - YTD	(539,376.53)		
	BALANCE - CURRENT DATE		281,671.79	
	TOTAL FUND EQUITY			281,671.79
	TOTAL LIABILITIES AND EQUITY			281,671.79

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WATER CIP REVENUE					
64-3400-7200	IMPACT FEES	1,800.00	1,800.00	.00	(1,800.00)	.0
64-3400-7300	WATER CONNECTION FEES	11,448.00	115,905.08	25,000.00	(90,905.08)	463.6
	TOTAL WATER CIP REVENUE	13,248.00	117,705.08	25,000.00	(92,705.08)	470.8
	MISCELLANEOUS REVENUE					
64-3700-1000	INTEREST EARNINGS	2,654.57	32,310.89	.00	(32,310.89)	.0
64-3700-8763	TRANSFER FROM WATER FUND	20,000.00	240,000.00	240,000.00	.00	100.0
	TOTAL MISCELLANEOUS REVENUE	22,654.57	272,310.89	240,000.00	(32,310.89)	113.5
	FUND BALANCE					
64-3800-9000	FUND BALANCE	.00	.00	823,000.00	823,000.00	.0
	TOTAL FUND BALANCE	.00	.00	823,000.00	823,000.00	.0
	TOTAL FUND REVENUE	35,902.57	390,015.97	1,088,000.00	697,984.03	35.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER CIP EXPENDITURES					
	MATERIALS AND SERVICES:					
64-4340-6900	MISC SERVICES & CHARGES	.00	1,580.00	.00	(1,580.00)	.0
	TOTAL MATERIAL AND SERVICES	.00	1,580.00	.00	(1,580.00)	.0
	CAPITAL OUTLAY:					
64-4340-7135	MAIN STREET	.00	8,900.00	23,000.00	14,100.00	38.7
64-4340-7650	WATER METERS	8,100.00	81,054.96	100,000.00	18,945.04	81.1
64-4340-7800	CONSTRUCTION	69,600.00	101,660.17	110,000.00	8,339.83	92.4
64-4340-7804	REINHEIMER WEST MAILINE EXT	.00	988.75	.00	(988.75)	.0
64-4340-7806	NEW STAND-BY GENERATOR WA/ADM.	.00	2,345.47	.00	(2,345.47)	.0
64-4340-7807	WEYYAKING MAINLINE EXT	.00	20,833.75	.00	(20,833.75)	.0
64-4340-7809	S. KETCHUM WATER LINE PROJ. A	52,455.35	345,209.75	480,000.00	134,790.25	71.9
64-4340-7810	S. KETCHUM WATER LINE PROJ. B	645.00	366,819.65	375,000.00	8,180.35	97.8
	TOTAL CAPITAL OUTLAY	130,800.35	927,812.50	1,088,000.00	160,187.50	85.3
	TOTAL WATER CIP EXPENDITURES	130,800.35	929,392.50	1,088,000.00	158,607.50	85.4
	TOTAL FUND EXPENDITURES	130,800.35	929,392.50	1,088,000.00	158,607.50	85.4
	NET REVENUE OVER EXPENDITURES	(94,897.78)	(539,376.53)	.00	539,376.53	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

WASTEWATER FUND

	ASSETS			
65-1000-0000	CASH - COMBINED		551,696.13	
65-1150-0000	ACCTS RCVBL		48,611.18	
65-1320-0000	DUE FROM OTHER GOV'T UNITS		30,960.10	
65-1500-1000	INVSTMNT-ST.TR.DIV.BND-WW		201,093.97	
65-1510-0000	INVESTMENTS-WASTEWATER #889		2,466,819.81	
65-1620-0000	FIXED ASSETS--BUILDINGS		16,578,988.55	
65-1630-0000	ACCUM DEPRN--BUILDINGS		(7,429,576.29)	
65-1660-0000	FIXED ASSETS--MACHINERY & EQUI		1,661,875.75	
65-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP		(686,706.99)	
65-1800-0000	DEFERRED OUTFLOWS OF RESOURCES		71,550.03	
	TOTAL ASSETS			13,495,312.24
	LIABILITIES AND EQUITY			
	LIABILITIES			
65-2030-0000	ACCOUNTS PAYABLE		3.33	
65-2300-0000	ACCRUED INTEREST PAYABLE		12,513.34	
65-2350-0000	BONDS PAYABLE-S2023		6,100,000.00	
65-2390-0000	COMPENSATED ABSENCES PAYABLE		51,652.82	
65-2395-0000	NET PENSION LIABILITY		359,867.84	
65-2500-0000	UNAMORTIZED BOND PREMIUM		688,553.26	
	TOTAL LIABILITIES			7,212,590.59
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
65-2710-0000	WASTEWATER FUND BALANCE	8,235,523.94		
65-2720-0000	RETAINED EARNINGS	(2,473,470.69)		
	REVENUE OVER EXPENDITURES - YTD	520,668.40		
	BALANCE - CURRENT DATE		6,282,721.65	
	TOTAL FUND EQUITY			6,282,721.65
	TOTAL LIABILITIES AND EQUITY			13,495,312.24

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEDERAL REVENUE					
65-3300-1200	GRANTS STATE	.00	(4,977.00)	.00	4,977.00	.0
	TOTAL FEDERAL REVENUE	.00	(4,977.00)	.00	4,977.00	.0
	WASTEWATER REVENUE					
65-3400-7100	WASTEWATER CHARGES	239,629.17	2,857,694.93	2,869,541.85	11,846.92	99.6
65-3400-7300	WASTEWATER INSPECTION FEES	.00	200.00	.00	(200.00)	.0
65-3400-7800	SUN VALLEY WA & SW DISTRICT CH	47,354.09	637,935.22	737,066.74	99,131.52	86.6
	TOTAL WASTEWATER REVENUE	286,983.26	3,495,830.15	3,606,608.59	110,778.44	96.9
	MISCELLANEOUS REVENUE					
65-3700-1000	INTEREST EARNINGS	9,061.17	110,290.68	15,000.00	(95,290.68)	735.3
65-3700-3600	REFUNDS & REIMBURSEMENTS	.00	(2,482.69)	.00	2,482.69	.0
65-3700-7000	MISCELLANEOUS REVENUE	.00	451.51	.00	(451.51)	.0
	TOTAL MISCELLANEOUS REVENUE	9,061.17	108,259.50	15,000.00	(93,259.50)	721.7
	TOTAL FUND REVENUE	296,044.43	3,599,112.65	3,621,608.59	22,495.94	99.4

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER EXPENDITURES					
	PERSONAL SERVICES:					
65-4350-1000	SALARIES-WASTEWATER	38,787.33	539,535.53	525,300.07	(14,235.46)	102.7
65-4350-1800	SHIFT COVERAGE ON CALL	1,233.78	20,734.18	22,968.00	2,233.82	90.3
65-4350-1900	OVERTIME	2,340.19	12,905.11	15,000.00	2,094.89	86.0
65-4350-2100	FICA TAXES-CITY	6,887.66	46,537.71	43,090.01	(3,447.70)	108.0
65-4350-2200	STATE RETIREMENT-CITY	7,398.59	70,883.81	67,366.86	(3,516.95)	105.2
65-4350-2400	WORKMEN'S COMPENSATION-CITY	1,327.62	8,661.38	10,545.00	1,883.62	82.1
65-4350-2500	HEALTH INSURANCE-CITY	15,711.45	209,878.08	275,520.48	65,642.40	76.2
65-4350-2505	HEALTH REIMBURSEMENT ACCT(HRA)	1,293.07	6,699.74	16,604.17	9,904.43	40.4
65-4350-2510	DENTAL INSURANCE-CITY	424.00	5,719.84	6,214.62	494.78	92.0
65-4350-2515	VISION	208.66	3,059.79	.00	(3,059.79)	.0
65-4350-2600	LONG TERM DISABILITY	216.70	3,100.02	3,145.54	45.52	98.6
65-4350-2700	VACATION/SICK ACCRUAL PAYOUT	29,207.01	29,207.01	.00	(29,207.01)	.0
65-4350-2900	PERFORMANCE AWARDS	228.43	228.43	.00	(228.43)	.0
	TOTAL PERSONAL SERVICES	105,264.49	957,150.63	985,754.75	28,604.12	97.1
	MATERIALS AND SERVICES:					
65-4350-3100	OFFICE SUPPLIES & POSTAGE	.00	730.96	700.00	(30.96)	104.4
65-4350-3120	DATA PROCESSING	1,218.26	7,305.72	7,500.00	194.28	97.4
65-4350-3200	OPERATING SUPPLIES	656.35	11,551.19	14,800.00	3,248.81	78.1
65-4350-3400	MINOR EQUIPMENT	243.59	984.95	1,500.00	515.05	65.7
65-4350-3500	MOTOR FUELS & LUBRICANTS	834.96	9,615.03	20,000.00	10,384.97	48.1
65-4350-3600	COMPUTER SOFTWARE	1,000.00	2,942.25	5,000.00	2,057.75	58.9
65-4350-3800	CHEMICALS	18,673.88	122,539.29	104,500.00	(18,039.29)	117.3
65-4350-4200	PROFESSIONAL SERVICES	5,789.60	67,150.65	60,000.00	(7,150.65)	111.9
65-4350-4201	IPDES PERMIT FEE	.00	.00	3,711.00	3,711.00	.0
65-4350-4600	INSURANCE	.00	91,798.73	40,000.00	(51,798.73)	229.5
65-4350-4900	PERSONNEL TRAINING/TRAVEL/MTG	740.13	2,083.05	2,500.00	416.95	83.3
65-4350-5000	ADMINISTRATIVE EXPENSE-GEN FND	11,687.63	140,252.00	140,252.00	.00	100.0
65-4350-5100	TELEPHONE & COMMUNICATIONS	353.29	4,963.19	7,000.00	2,036.81	70.9
65-4350-5110	COMPUTER NETWORK	.00	154.99	.00	(154.99)	.0
65-4350-5200	UTILITIES	27,164.31	163,408.12	175,000.00	11,591.88	93.4
65-4350-5500	RIGHT-OF-WAY FEE (STREET DEPT)	11,363.38	142,884.00	143,477.09	593.09	99.6
65-4350-6000	REPAIR & MAINT-AUTO EQUIP	8,508.66	17,891.02	12,000.00	(5,891.02)	149.1
65-4350-6100	REPAIR & MAINT-MACH & EQUIP	9,227.14	19,577.21	70,000.00	50,422.79	28.0
65-4350-6150	OHIO GULCH REPAIR & REPLACE	.00	11.22	500.00	488.78	2.2
65-4350-6900	COLLECTION SYSTEM SERVICES/CHA	14,105.03	48,461.18	65,000.00	16,538.82	74.6
	TOTAL MATERIAL AND SERVICES	111,566.21	854,304.75	873,440.09	19,135.34	97.8
	CAPITAL OUTLAY:					
65-4350-7900	DEPRECIATION EXPENSE	.00	.00	330,000.00	330,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	330,000.00	330,000.00	.0
	OTHER EXPENDITURES:					
65-4350-8801	REIMBURSE CITY GENERAL FUND	62,186.75	746,241.00	746,241.00	.00	100.0
65-4350-9910	MERIT/COMPENSATION ADJUSTMENTS	19,500.00	19,500.00	35,000.00	15,500.00	55.7
	TOTAL OTHER EXPENDITURES	81,686.75	765,741.00	781,241.00	15,500.00	98.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL WASTEWATER EXPENDITURES	298,517.45	2,577,196.38	2,970,435.84	393,239.46	86.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER DEBT SERVICE EXP					
	MATERIALS AND SERVICES:					
65-4800-4200	PROF.SERVICES-PAYING AGENT	.00	1,250.00	.00	(1,250.00)	.0
	TOTAL MATERIAL AND SERVICES	.00	1,250.00	.00	(1,250.00)	.0
	OTHER EXPENDITURES:					
65-4800-8500	DEBT SRVC ACCT PRNCPL-S2023	.00	199,597.87	200,000.00	402.13	99.8
65-4800-8600	DEBT SRVC ACCT INTEREST-S2023	.00	300,400.00	300,400.00	.00	100.0
	TOTAL OTHER EXPENDITURES	.00	499,997.87	500,400.00	402.13	99.9
	TOTAL WASTEWATER DEBT SERVICE EXP	.00	501,247.87	500,400.00	(847.87)	100.2
	TOTAL FUND EXPENDITURES	298,517.45	3,078,444.25	3,470,835.84	392,391.59	88.7
	NET REVENUE OVER EXPENDITURES	(2,473.02)	520,668.40	150,772.75	(369,895.65)	345.3

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

WASTEWATER CAPITAL IMPROVE FND

	ASSETS			
67-1000-0000	CASH - COMBINED		(990,684.47)	
67-1510-0000	INVESTMENTS--WW CIP #884		7,181,419.90	
	TOTAL ASSETS			6,190,735.43
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
67-2710-0000	FUND BALANCE	7,434,527.69		
	REVENUE OVER EXPENDITURES - YTD	(1,243,792.26)		
	BALANCE - CURRENT DATE		6,190,735.43	
	TOTAL FUND EQUITY			6,190,735.43
	TOTAL LIABILITIES AND EQUITY			6,190,735.43

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER CAPITAL IMPROVE FND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	WASTEWATER CAPITAL REVENUE					
67-3400-7300	WASTEWATER CONNECTION FEES	8,763.00	42,354.50	40,000.00	(2,354.50)	105.9
67-3400-7800	SUN VALLEY WA & SW DISTRICT CH	234,511.27	1,705,599.87	2,277,067.50	571,467.63	74.9
	TOTAL WASTEWATER CAPITAL REVENUE	243,274.27	1,747,954.37	2,317,067.50	569,113.13	75.4
	MISCELLANEOUS REVENUE					
67-3700-1000	INTEREST EARNINGS	26,378.93	338,220.78	100,000.00	(238,220.78)	338.2
	TOTAL MISCELLANEOUS REVENUE	26,378.93	338,220.78	100,000.00	(238,220.78)	338.2
	FUND BALANCE					
67-3800-9000	FUND BALANCE	.00	.00	2,965,783.00	2,965,783.00	.0
	TOTAL FUND BALANCE	.00	.00	2,965,783.00	2,965,783.00	.0
	TOTAL FUND REVENUE	269,653.20	2,086,175.15	5,382,850.50	3,296,675.35	38.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

WASTEWATER CAPITAL IMPROVE FND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER CIP EXPENDITURES					
	CAPITAL OUTLAY:					
67-4350-7809	ENERGY EFFICIENCY PROJECTS	.00	.00	50,000.00	50,000.00	.0
67-4350-7813	CAPITAL IMP PLAN(NO SHARING)	38,875.00	182,498.17	225,000.00	42,501.83	81.1
67-4350-7815	AERATION BASINS BLOWERS & ELEC	157,941.60	1,696,442.35	2,100,090.00	403,647.65	80.8
67-4350-7816	UPGRADE FILTER PLC	.00	.00	50,000.00	50,000.00	.0
67-4350-7818	ROTARY DRUM THICK & DEWATERING	702,741.60	1,451,026.89	2,924,760.00	1,473,733.11	49.6
67-4350-7819	REPLACE PUMPS	.00	.00	33,000.00	33,000.00	.0
	TOTAL CAPITAL OUTLAY	899,558.20	3,329,967.41	5,382,850.00	2,052,882.59	61.9
	TOTAL WASTEWATER CIP EXPENDITURES	899,558.20	3,329,967.41	5,382,850.00	2,052,882.59	61.9
	TOTAL FUND EXPENDITURES	899,558.20	3,329,967.41	5,382,850.00	2,052,882.59	61.9
	NET REVENUE OVER EXPENDITURES	(629,905.00)	(1,243,792.26)	.50	1,243,792.76	(24875

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

POLICE TRUST FUND

	ASSETS			
90-1000-0000	CASH - COMBINED		1,385.60	
90-1510-0000	INVESTMENTS-POLICE TR-JUS#1755		7,204.22	
90-1512-0000	INVESTMENTS-POLICE TR-TRS#2196		369.36	
	TOTAL ASSETS			8,959.18
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
90-2710-0000	FUND BALANCE	7,970.55		
	REVENUE OVER EXPENDITURES - YTD	988.63		
	BALANCE - CURRENT DATE		8,959.18	
	TOTAL FUND EQUITY			8,959.18
	TOTAL LIABILITIES AND EQUITY			8,959.18

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

POLICE TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
90-3700-1000	INTEREST EARNINGS	27.82	338.63	.00	(338.63)	.0
90-3700-6500	DONATIONS - PRIVATE	.00	650.00	.00	(650.00)	.0
	TOTAL MISCELLANEOUS REVENUE	27.82	988.63	.00	(988.63)	.0
	FUND BALANCE					
90-3800-9000	FUND BALANCE	.00	.00	7,500.00	7,500.00	.0
	TOTAL FUND BALANCE	.00	.00	7,500.00	7,500.00	.0
	TOTAL FUND REVENUE	27.82	988.63	7,500.00	6,511.37	13.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

POLICE TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
90-4900-6910	OTHER PURCHASED SERVICES	.00	.00	7,500.00	7,500.00	.0
	TOTAL MATERIAL AND SERVICES	.00	.00	7,500.00	7,500.00	.0
	TOTAL POLICE TRUST EXPENDITURES	.00	.00	7,500.00	7,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	7,500.00	7,500.00	.0
	NET REVENUE OVER EXPENDITURES	27.82	988.63	.00	(988.63)	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

PARKS/REC DEV TRUST FUND

	ASSETS			
93-1000-0000	CASH - COMBINED		9,436.38	
93-1510-0000	INVESTMENTS--PARK DEV TR #3280		141,890.32	
93-1512-0000	INVESTMENTS--WSP RESTOR #3766		459,461.61	
93-1515-0000	WSRESTORE US BANK#2333		173,916.25	
	TOTAL ASSETS			784,704.56
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
93-2710-0000	PARK/REC DEV TRUST UNASSIGNED	138,648.14		
93-2710-0001	WARM SPRINGS PRESERVE	1,048,169.79		
93-2710-0002	FIRE DEPARTMENT DONATIONS	805.00		
93-2710-0003	GUY COLES SKATE PARK	100.66		
93-2710-0004	HEMINGWAY SPLASH PARK	500.35		
93-2710-0005	PARK MEM. BENCH/TREE	3,736.51		
93-2710-0006	RIVER PARK	70.00		
93-2710-0007	ICE RINK	25,594.13		
93-2710-0008	KAGAN PARK	4,657.86		
93-2710-0009	PUMP PARK	2,260.25		
93-2710-0010	YOUTH RECREATION SCHOLARSHIPS	7,891.73		
93-2710-0011	JAZZ IN THE PARK	19,778.75		
93-2710-0012	KETCHEM ALIVE	3,145.29		
93-2710-0013	CHILDRENS RECREATION	4,987.00		
93-2710-0014	TREE FUND	1,501.95		
93-2710-0015	LITTLE LEAGUE FIELD	2,529.22		
93-2710-0016	WATCH ME GROW GARDEN	571.90		
93-2710-0017	YOUTH GOLF	19,394.55		
93-2710-0018	KETCHUM ARTS COMMISSION	12,471.15		
93-2710-0019	PERCENT FOR ART	11,678.07		
	REVENUE OVER EXPENDITURES - YTD	(523,787.74)		
	BALANCE - CURRENT DATE		784,704.56	
	TOTAL FUND EQUITY			784,704.56
	TOTAL LIABILITIES AND EQUITY			784,704.56

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

PARKS/REC DEV TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
93-3700-1000	INTEREST EARNINGS	4,123.52	55,297.85	5,000.00	(50,297.85)	1106.0
93-3700-4100	FIRE DEPARTMENT DONATIONS	.00	85.00	.00	(85.00)	.0
93-3700-5900	WARM SPRINGS PRESERVE	.00	.00	5,500,000.00	5,500,000.00	.0
93-3700-5910	WARM SPRINGS PRES-RESTORATION	1,420,905.88	1,567,676.89	.00	(1,567,676.89)	.0
93-3700-5920	HOUSING TRUST	800.00	800.00	.00	(800.00)	.0
93-3700-6000	GUY COLES SKATE PARK	.00	1,075.00	.00	(1,075.00)	.0
93-3700-6200	PARK MEM.BENCH/TREES	.00	2,433.29	.00	(2,433.29)	.0
93-3700-6500	ICE RINK/ZAMBONI	.00	50.00	19,700.00	19,650.00	.3
93-3700-6800	KETCHUM ARTS COMMISSION	.00	9,994.30	23,000.00	13,005.70	43.5
93-3700-6820	DONATIONS FOR KAC	.00	.00	2,500.00	2,500.00	.0
93-3700-6830	KAC COVER ART DONATIONS	.00	.00	1,900.00	1,900.00	.0
93-3700-6840	KAC PERFORMANCE ART	.00	.00	750.00	750.00	.0
93-3700-7000	MISCELLANEOUS DONATIONS	.00	3,700.42	28,700.00	24,999.58	12.9
93-3700-7100	YOUTH RECREATION SCHOLARSHIPS	.00	2,000.00	10,200.00	8,200.00	19.6
93-3700-7200	JAZZ IN THE PARK	.00	16,400.00	10,500.00	(5,900.00)	156.2
93-3700-7300	KETCH'EM ALIVE	.00	1,425.00	.00	(1,425.00)	.0
93-3700-7500	% FOR ART	.00	.00	12,000.00	12,000.00	.0
93-3700-7700	WATCH ME GROW GARDEN	.00	(455.47)	.00	455.47	.0
93-3700-7900	DONATIONS-C. GATES YOUTH GOLF	2,000.00	2,000.00	16,400.00	14,400.00	12.2
	TOTAL MISCELLANEOUS REVENUE	1,427,829.40	1,662,482.28	5,630,650.00	3,968,167.72	29.5
	TOTAL FUND REVENUE	1,427,829.40	1,662,482.28	5,630,650.00	3,968,167.72	29.5

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

PARKS/REC DEV TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS/REC TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
93-4900-5900	WARM SPRINGS PRESERVE	15,000.00	15,465.00	1,000,000.00	984,535.00	1.6
93-4900-5910	WARM SPRINGS PRESR-RESTORATION	.00	39,823.23	.00	(39,823.23)	.0
93-4900-6200	PARK MEMORIAL BENCH/TREES	.00	6,985.67	.00	(6,985.67)	.0
93-4900-6500	ICE RINK-PRIVATE	.00	808.28	19,700.00	18,891.72	4.1
93-4900-6800	KETCHUM ARTS COMMISSION	.00	.00	23,000.00	23,000.00	.0
93-4900-6820	KETCHUM ARTS COMMISSION	.00	18,000.00	2,500.00	(15,500.00)	720.0
93-4900-6830	KAC COVER ART DONATIONS	.00	.00	1,900.00	1,900.00	.0
93-4900-6840	KAC PERFORMANCE ART DONATIONS	.00	.00	750.00	750.00	.0
	TOTAL MATERIAL AND SERVICES	15,000.00	81,082.18	1,047,850.00	966,767.82	7.7
	CAPITAL OUTLAY:					
93-4900-7000	OTHER DONATION PROGRAMS	.00	.00	33,700.00	33,700.00	.0
93-4900-7100	YOUTH RECREATION SCHOLARSHIPS	6,000.00	6,000.00	10,200.00	4,200.00	58.8
93-4900-7200	JAZZ IN THE PARK	.00	.00	10,500.00	10,500.00	.0
93-4900-7500	% FOR ARTS CITY HALL	.00	.00	12,000.00	12,000.00	.0
93-4900-7700	WATCH ME GROW GARDEN	.00	858.46	.00	(858.46)	.0
93-4900-7900	YOUTH GOLF	554.40	727.77	16,400.00	15,672.23	4.4
93-4900-7950	WARM SPRINGS PRESR-RESTORATION	1,394,851.92	2,097,601.61	4,500,000.00	2,402,398.39	46.6
	TOTAL CAPITAL OUTLAY	1,401,406.32	2,105,187.84	4,582,800.00	2,477,612.16	45.9
	TOTAL PARKS/REC TRUST EXPENDITURES	1,416,406.32	2,186,270.02	5,630,650.00	3,444,379.98	38.8
	TOTAL FUND EXPENDITURES	1,416,406.32	2,186,270.02	5,630,650.00	3,444,379.98	38.8
	NET REVENUE OVER EXPENDITURES	11,423.08	(523,787.74)	.00	523,787.74	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

DEVELOPMENT TRUST FUND

	ASSETS			
94-1000-0000	CASH - COMBINED		241,752.03	
94-1500-0000	OFFSITE VENDOR DEPOSITS		(2,500.00)	
94-1501-0000	INVST-ALPENGLOW		(500.00)	
94-1502-0000	INVST-CONST/PHASE DEV ECT		93,253.25	
	TOTAL ASSETS			332,005.28
	LIABILITIES AND EQUITY			
	LIABILITIES			
94-2060-0000	DEVELOPMENT TRUST FUNDS PAYABL		86,287.14	
	TOTAL LIABILITIES			86,287.14
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	245,718.14		
	BALANCE - CURRENT DATE		245,718.14	
	TOTAL FUND EQUITY			245,718.14
	TOTAL LIABILITIES AND EQUITY			332,005.28

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUE					
94-3700-1000	INTEREST EARNINGS	6.89	90.64	.00	(90.64)	.0
94-3700-7000	MISCELLANEOUS REVENUE	.00	.00	650,000.00	650,000.00	.0
94-3700-8111	KMV BUILDERS	.00	12,827.49	.00	(12,827.49)	.0
94-3700-8112	KIRSTEN RITZAU	.00	5,700.00	.00	(5,700.00)	.0
94-3700-8113	ACQUIRE REALITY / ELIAS	.00	115,710.00	.00	(115,710.00)	.0
94-3700-8114	JOHN & HEIDI JACOBS	.00	83,437.50	.00	(83,437.50)	.0
94-3700-8115	JOHN & HEIDI JACOBS	.00	53,700.00	.00	(53,700.00)	.0
94-3700-8116	JORDAN JUDALLAH	.00	62,341.14	.00	(62,341.14)	.0
94-3700-8117	JORDAN JUDALLAH	.00	70,601.64	.00	(70,601.64)	.0
	TOTAL MISCELLANEOUS REVENUE	6.89	404,408.41	650,000.00	245,591.59	62.2
	TOTAL FUND REVENUE	6.89	404,408.41	650,000.00	245,591.59	62.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEVELOPMENT TRUST EXPENDITURES					
	MATERIALS AND SERVICES:					
94-4900-6910	OTHER MISC. ACCOUNTS	.00	.00	650,000.00	650,000.00	.0
	TOTAL MATERIAL AND SERVICES	.00	.00	650,000.00	650,000.00	.0
	OTHER EXPENDITURES:					
94-4900-8105	JADALLAH - 400 & 402 SAGE	.00	132,942.78	.00	(132,942.78)	.0
94-4900-8107	POSTER CONSTRUCTION	.00	2,000.00	.00	(2,000.00)	.0
94-4900-8109	SARAH SMITH	.00	5,220.00	.00	(5,220.00)	.0
94-4900-8111	KMV BUILDERS	.00	12,827.49	.00	(12,827.49)	.0
94-4900-8112	KIRSTEN RITZAU	.00	5,700.00	.00	(5,700.00)	.0
	TOTAL OTHER EXPENDITURES	.00	158,690.27	.00	(158,690.27)	.0
	TOTAL DEVELOPMENT TRUST EXPENDITURES	.00	158,690.27	650,000.00	491,309.73	24.4
	TOTAL FUND EXPENDITURES	.00	158,690.27	650,000.00	491,309.73	24.4
	NET REVENUE OVER EXPENDITURES	6.89	245,718.14	.00	(245,718.14)	.0

CITY OF KETCHUM
BALANCE SHEET
SEPTEMBER 30, 2025

URBAN RENEWAL AGENCY

	ASSETS			
98-1000-0000	CASH - COMBINED		11,279.54	
98-1010-0000	URBAN RENEWAL FUND CASH		545,380.09	
98-1050-0000	TAXES RECEIVABLE-CURRENT		22,656.33	
98-1150-0000	ACCTS RECVBL		1,050.00	
98-1510-0000	INVESTMENTS-URA GF #2987		5,108,967.62	
98-1510-1000	INVESTMENTS-URA DEBT #3243		417,068.04	
98-1514-0000	UNAMORTZED PRE-ISSUANCE BND CT		30,847.40	
98-1610-1000	FIXED ASSETS-211 FIRST ST. E.		2,294,745.56	
98-1610-2000	FIXED ASST-4TH ST.CORRIDOR IMP		1,000,000.00	
98-1610-3000	FIXED ASST-1ST & WASH PARKING		1,474,000.00	
98-1610-4000	INFASTRUCTURE IMPROVEMENTS		397,135.87	
98-1630-0000	ACCUM DEPRN-BUILDINGS		(97,802.81)	
	TOTAL ASSETS			11,205,327.64
	LIABILITIES AND EQUITY			
	LIABILITIES			
98-2030-0000	ACCOUNTS PAYABLE		(43.50)	
98-2300-0000	ACCRUED INTEREST PAYABLE		2,549.67	
98-2340-0000	REFUNDING BONDS PAYABLE 2021		3,537,138.29	
	TOTAL LIABILITIES			3,539,644.46
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
98-2710-0000	FUND BALANCE	6,452,104.83		
	REVENUE OVER EXPENDITURES - YTD	1,213,578.35		
	BALANCE - CURRENT DATE		7,665,683.18	
	TOTAL FUND EQUITY			7,665,683.18
	TOTAL LIABILITIES AND EQUITY			11,205,327.64

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

URBAN RENEWAL AGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	PROPERTY TAX					
98-3100-1000	TAX INCREMENT REVENUE	39,191.70	2,690,459.75	2,361,776.00	(328,683.75)	113.9
98-3100-1050	PROPERTY TAX REPLACEMENT	.00	15,272.06	12,000.00	(3,272.06)	127.3
98-3100-9000	PENALTY & INTEREST ON TAXES	3,821.84	14,604.13	3,000.00	(11,604.13)	486.8
	TOTAL PROPERTY TAX	43,013.54	2,720,335.94	2,376,776.00	(343,559.94)	114.5
	MISCELLANEOUS REVENUE					
98-3700-1000	INTEREST EARNINGS	26,421.54	225,653.22	.00	(225,653.22)	.0
98-3700-1010	INTEREST EARNINGS-URA DEBT	9,061.17	25,866.04	.00	(25,866.04)	.0
98-3700-2000	RENT	.00	3,000.00	.00	(3,000.00)	.0
98-3700-3600	REFUNDS & REIMBURSEMENTS	.00	2,325.00	.00	(2,325.00)	.0
	TOTAL MISCELLANEOUS REVENUE	35,482.71	256,844.26	.00	(256,844.26)	.0
	FUND BALANCE					
98-3800-9000	FUND BALANCE	.00	.00	4,680,230.00	4,680,230.00	.0
	TOTAL FUND BALANCE	.00	.00	4,680,230.00	4,680,230.00	.0
	TOTAL FUND REVENUE	78,496.25	2,977,180.20	7,057,006.00	4,079,825.80	42.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

URBAN RENEWAL AGENCY

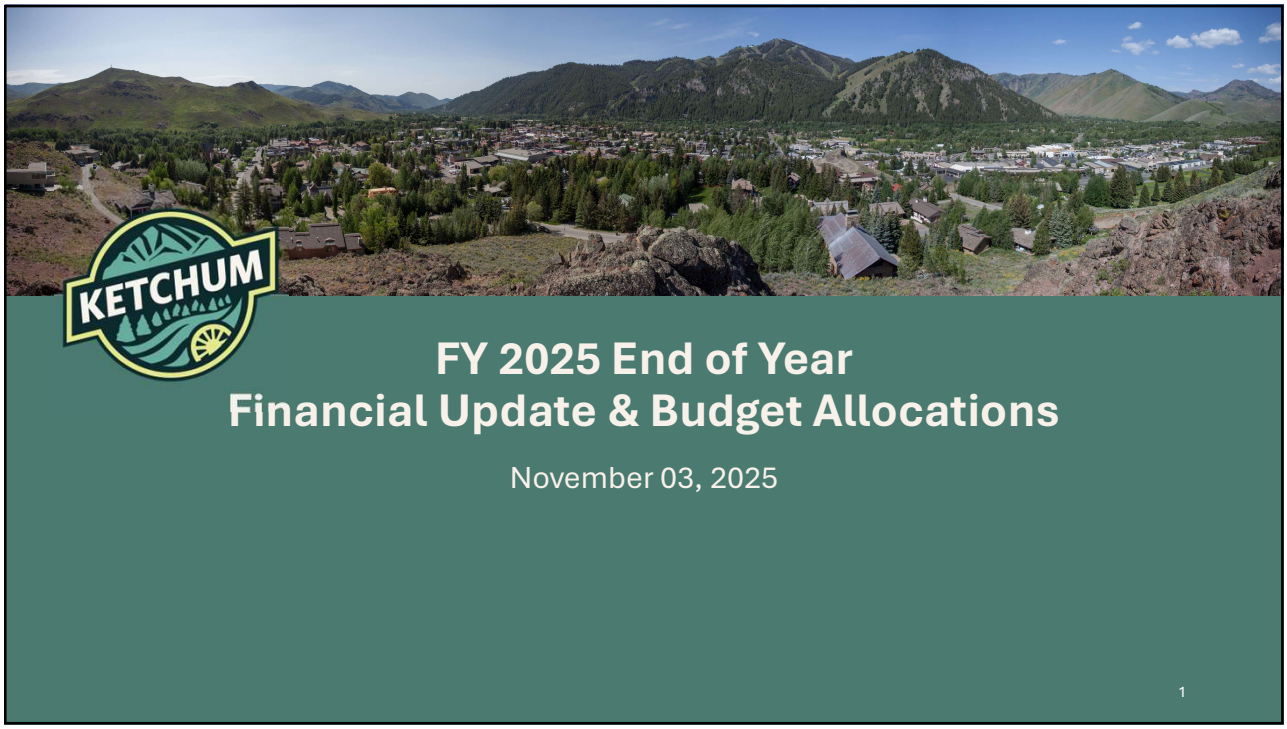
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	URBAN RENEWAL EXPENDITURES					
	MATERIALS AND SERVICES:					
98-4410-3100	OFFICE SUPPLIES & POSTAGE	.00	.00	100.00	100.00	.0
98-4410-4200	PROFESSIONAL SERVICES	2,392.10	24,153.45	120,000.00	95,846.55	20.1
98-4410-4400	ADVERTISING & LEGAL PUBLICATIO	221.92	499.50	500.00	.50	99.9
98-4410-4600	LIABILITY INSURANCE	.00	4,097.00	4,100.00	3.00	99.9
98-4410-4800	DUES, SUBSCRIPTIONS, & MEMBERS	4,600.00	9,200.00	4,600.00	(4,600.00)	200.0
98-4410-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	32.02	1,000.00	967.98	3.2
98-4410-5000	ADMINISTRATIVE EXPNS-CITY GEN	.00	.00	25,000.00	25,000.00	.0
	TOTAL MATERIAL AND SERVICES	7,214.02	37,981.97	155,300.00	117,318.03	24.5
	CAPITAL OUTLAY:					
98-4410-7100	INFRASTRUCTURE PROJECTS	.00	1,088,018.85	6,095,000.00	5,006,981.15	17.9
98-4410-7101	LIMELIGHT OPA	.00	.00	130,000.00	130,000.00	.0
98-4410-7103	MISCELLANEOUS OPA	.00	.00	10,000.00	10,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	1,088,018.85	6,235,000.00	5,146,981.15	17.5
	OTHER EXPENDITURES:					
98-4410-8801	REIMBURSE CITY GENERAL FUND	18,719.82	95,894.96	110,000.00	14,105.04	87.2
98-4410-9930	URA FUND OP. CONTINGENCY	.00	.00	15,000.00	15,000.00	.0
	TOTAL OTHER EXPENDITURES	18,719.82	95,894.96	125,000.00	29,105.04	76.7
	TOTAL URBAN RENEWAL EXPENDITURES	25,933.84	1,221,895.78	6,515,300.00	5,293,404.22	18.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2025

URBAN RENEWAL AGENCY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	URA DEBT SERVICE EXPENDITURES					
	OTHER EXPENDITURES:					
98-4800-8400	DEBT SERVICE ACCT PRIN-2021	.00	488,835.12	488,835.00	(.12)	100.0
98-4800-8450	DEBT SRVC ACCT INTRST-2021	.00	52,870.95	52,871.00	.05	100.0
	TOTAL OTHER EXPENDITURES	.00	541,706.07	541,706.00	(.07)	100.0
	TOTAL URA DEBT SERVICE EXPENDITURES	.00	541,706.07	541,706.00	(.07)	100.0
	TOTAL FUND EXPENDITURES	25,933.84	1,763,601.85	7,057,006.00	5,293,404.15	25.0
	NET REVENUE OVER EXPENDITURES	52,562.41	1,213,578.35	.00	(1,213,578.35)	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT



FY 2025 End of Year Financial Update & Budget Allocations

November 03, 2025

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Agenda

- Review End of Year Fund (EOY) Financials
  - FY 2025 Starting Fund Balance
  - FY 2025 EOY Preliminary Net Position
  - Current Fund Balance – FY 2026 Starting
  - Proposed Rebudgets/Interim Budget Changes (IBC's)
  - EOY Financial Recommendations
  - Projected FY 2026 EOY Fund Balance (based on FY 2026 adopted budget)
- Updated General Fund Financial Forecast
- FY 2025 EOY Financial Statement
  - Unaudited and detailed review in progress

2

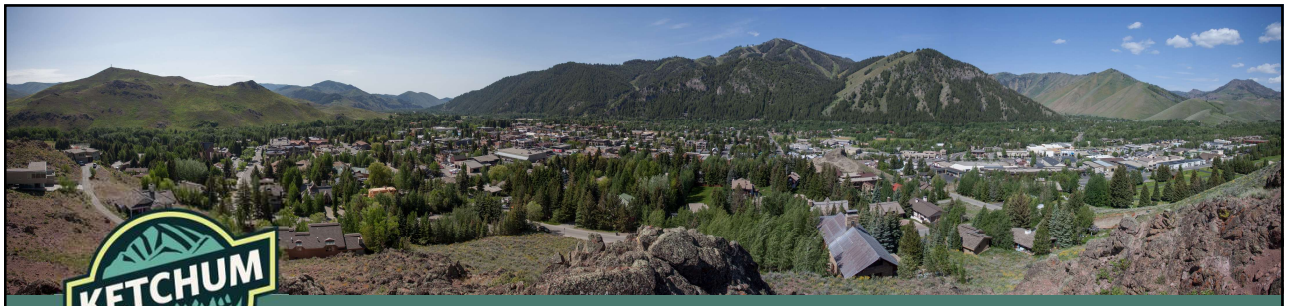
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Terminology

- **Rebudget/Carryover**: Spending authority not used in the prior year that is needed in the current year to continue/finish the intended expense
- **Revenue Neutral Change**: A proposed budget change that has an identified funding source, thus there is an equal revenue and expense budget request. Occasionally, the revenue received and requested expense can span two fiscal years.
- **Interim Budget Change (IBC):** A budget request that is not a rebudget request and does not have a corresponding budgeted revenue. These items are highlighted grey on the 2025 Budget Amendments attachment.

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Fund Financials

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Preliminary Fund Financials

- Rebudget list provided in attached materials
  - Attachment pages 2 - 5
- All funds provided in attached materials
  - Attachment pages 6 - 20
- The following funds will be addressed in greater detail:
  - General
  - Original LOT
  - Capital Improvement
  - Additional LOT
  - In-Lieu
  - Housing
- Please ask questions on any of the financial funds

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General Fund (Attachment page 6)

FY 2025 Preliminary Financials as of 10.30.2025		
FY 2025 Starting Fund Balance	$	8,032,793
FY 2024 Gain/(Planned Use)	$	(2,825,799)
Fund Balance	$	5,206,993
FY 2026 Budget		
Revenues	$	12,343,100
Expenses	$	12,343,100
Fund Balance post FY 2026 Budget	$	5,206,993

2026 Budget Amendments Attachment Page 1: Lines 1- 13

Ongoing projects, budget corrections, and Recommended EOY Financial Commitments

Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	235,600
Projected FY 2025 EOY Fund Balance	$	4,971,393
17% Reserve Minimum Amount	$	2,117,048
Actual Use of Resources in FY 2025	$	3,061,399
Planned Use of Resources in FY 2025	$	4,078,623
Total Financial Swing	$	1,017,224
Recommended EOY Funding		
Housing Contribution	$	400,000
Capital Fund Contribution	$	600,000
Total Recommended EOY Funding	$	1,000,000
Net General Fund Change	$	17,224

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Original LOT Fund (Attachment page 9)

FY 2025 Preliminary Financials as of 10.27.2025		
FY 2025 Starting Fund Balance	$	1,362,694
FY 2025 Gain/(Loss)	$	(563,417)
Fund Balance (less taxes receivable)	$	799,277
FY 2026 Budget		
Revenues	$	3,670,000
Expenses	$	3,670,000
Fund Balance post FY 2026 Budget	$	799,277

Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	96,000
Projected FY 2026 EOY Fund Balance	$	703,277
Recommended EOY Funding		
Transfer Out (CIP Contribution)	$	650,000
Projected Fund Balance	$	53,277

2026 Budget Amendments Attachment Page 3: Lines 41 - 46

Wagon Days Funding, EOY CIP Commitment

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Capital Fund (Attachment page 8)

FY 2025 Preliminary Financials as of 10.30.2025		
FY 2025 Starting Fund Balance	$	1,362,694
FY 2025 Gain/(Planned Use)	$	(563,417)
Fund Balance	$	799,277
FY 2026 Budget		
Revenues	$	3,670,000
Expenses	$	3,670,000
Fund Balance post FY 2026 Budget	$	799,277

Recommended EOY Funding Inflows		
General Fund Transfer In	$	600,000
Original LOT Transfer In	$	650,000
Total Recommended EOY Funding	$	1,250,000
Rebudgets/IBC's		
Net Revenues	$	2,474,505
Net Expenses*	$	2,165,830
Projected FY 2026 EOY Fund Balance	$	950,106
With Appropriation Contingency	$	2,200,106

2026 Budget Amendments Attachment Pages 2-3: Lines 20 - 40

Ongoing projects and Recommended EOY Financial Commitments

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Capital Funding Challenges

Possible uses for the established Capital Contingency ($1.25M):

FY 2026 Unfunded Priorities:

• ITD Partnerships:		
• Hwy 75 (River to Bridge) Ped Lights/Landscape:	$175,000	- Possible KURA Partnership
• Serenade Intersection Landscaping:	$95,000	- Possible KURA Partnership
• Complete Main Street History Items:	$35,000	- Fabrication & Installation
• Scope/Design Wayfinding System:	$65,000	- First step in replacement
• Traffic Calming Permanent Solution:	$150,000	- West Ketchum
• 9th Street Full Depth Reconstruction:	$313,000	
• Total	$833,000	

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Capital Funding Challenges

Total Flexibility:	$2,200,106
(assumes no minimum Fund Balance)	
FY 2026 Unfunded Priorities:	$833,000
FY 2027 Current CIP Deficit:	$1,375,000
Deficit Position:	($7,894)

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Additional LOT Fund (Attachment page 10)

FY 2025 Preliminary Financials as of 10.30.2025		
FY 2025 Starting Fund Balance	$	349,125
FY 2025 Gain/(Planned Use)	$	(188,895)
Fund Balance	**$**	**160,230**
FY 2026 Budget		
Revenues	$	2,900,000
Expenses	$	2,900,000
Fund Balance post FY 2026 Budget	**$**	**160,230**

Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	160,229
Projected FY 2026 EOY Fund Balance	**$**	**1**

2026 Budget Amendments Attachment Page 4: Lines 47 – 50

Release of Fund Balance to Air Service and Community Housing

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In-Lieu Housing Fund (Attachment page 12)

FY 2025 Preliminary Financials as of 10.30.2025		
FY 2025 Starting Fund Balance	$	1,779,662
FY 2025 Gain/(Planned Use)	$	(1,293,793)
Fund Balance	**$**	**485,868**

Rebudgets/IBC's		
Net Revenues	$	-
Net Expenses	$	-
Projected Unassigned	**$**	**485,868**
Pending Revenue (Est.)		
200 N. Leadville	$	421,650
140 W. 2nd	$	450,600
Limelight Hotel Conversion	$	466,200
108 Ritchie Drive Townhomes	$	2,453,000
Total	$	3,791,450

No proposed 2026 Budget Amendments

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Community Housing Fund (Attachment page 13)

FY 2025 Preliminary Financials
as of 10.30.25

FY 2025 Starting Fund Balance	**$**	**128,744**
FY 2025 Gain/(Planned Use)	**$**	**917,430**
Fund Balance	**$**	**1,046,173**
FY 2026 Budget		
Revenues	$	1,876,017
Expenses	$	1,876,017
Fund Balance post FY 2026 Budget	**$**	**1,046,173**

Rebudgets/IBC's

Net Revenues (EOY GF Commitment)	$	400,000
Net Expenses	$	460,000
Projected FY 2026 EOY Fund Balance	**$**	**986,173**
Assigned Fund Balance	**$**	**568,492**
ITD revenue held for Lift Tower Lodge		
Unassigned Fund Balance	**$**	**417,682**

2026 Budget Amendments Attachment Page 4: Lines 51 – 56

Lift Tower Lodge R&M & Recommended General Fund EOY Commitment to Deed Restriction Program

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Community Housing Discussion

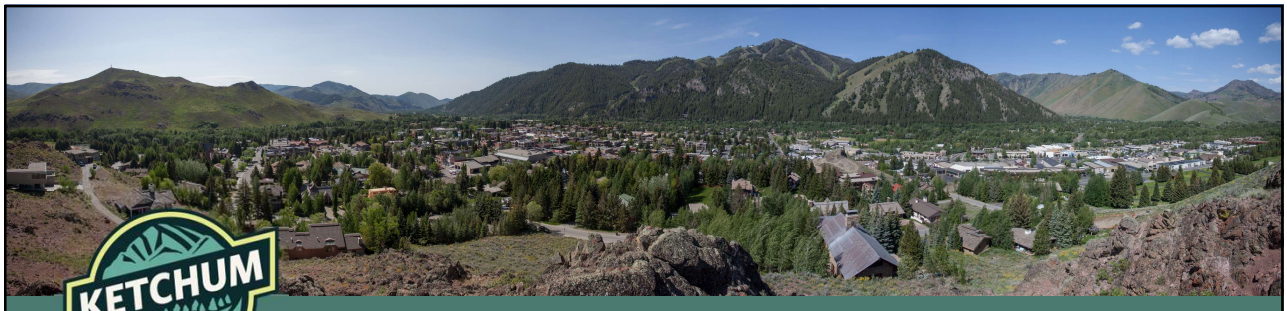
Resources Trade Off

OPP Funding vs. Current Inventory Needs

- Arch Housing Project Discussion (11 Units)
- Scattered sites/small misc. properties
- Lift Tower Discussion

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General Fund 5-Year Forecast

(Attachment Page 21)

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General Fund Financial Forecast

City of Ketchum
General Fund Financial Forecast Version 10.28.25

General Fund Revenues

	Revenue Source	FY 2024 Actual	FY 2025 Preliminary Actuals	FY 2026 Current Budget	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
1	Undesigned Fund Balance		$8,032,793	$5,206,993	$4,006,393	$3,893,378	$3,661,989	$3,306,631
2	Property Tax	$5,142,852	$5,307,324	$4,795,518	$4,951,372	$5,112,292	$5,278,441	$5,449,991
3	Franchise Fees	$622,730	$666,212	$665,500	$678,810	$692,386	$706,234	$720,359
4	Licenses & Permits	$800,874	$858,725	$754,900	$769,998	$785,398	$801,106	$817,128
5	Grants	$4,039	$39,163	$0	$0	$0	$0	$0
6	Highway State Share	$339,141	$289,963	$250,000	$255,000	$260,100	$265,302	$270,608
7	Liquor Tax	$362,218	$334,489	$395,000	$402,900	$410,958	$419,177	$427,561
8	Sales Tax Allocation	$1,114,447	$1,122,604	$1,150,000	$1,161,500	$1,173,115	$1,184,846	$1,196,695
9	County Agreement/Shared	$1,606,020	$1,736,861	$80,000	$80,000	$80,000	$80,000	$80,000
10	Charges for Services	$1,311,632	$1,187,771	$1,026,678	$1,057,478	$1,089,203	$1,121,879	$1,155,535
11	Miscellaneous Revenue/Reimbursements	$1,993,181	$3,853,575	$2,130,629	$2,130,629	$2,130,629	$2,130,629	$2,130,629
12	LOT Transfer & Reimbursement	$2,005,000	$1,205,000	$1,205,000	$1,229,100	$1,253,682	$1,278,756	$1,304,331
13	**Total**	**$15,302,133**	**$16,601,687**	***$12,453,225***	***$12,716,788***	***$12,987,763***	***$13,266,370***	***$13,552,836***

General Fund Expenditures

	Expenditure Type	FY 2024 Prelim. Actual	FY 2025 Amended Budget	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
14	Personnel	$7,545,466	$8,392,391	$5,595,607	$5,819,431	$6,052,209	$6,294,297	$6,546,069
15	Materials & Services	$5,876,479	$9,025,156	$6,110,140	$6,262,894	$6,419,466	$6,579,952	$6,744,451
16	Operating Capital	$207,487	$213,090	$23,000	$23,000	$23,000	$23,000	$23,000
17	Operating Contingency/Transfers	$1,018,479	$1,796,850	$724,478	$724,478	$724,478	$724,478	$724,478
18	**Total**	**$14,647,911**	**$19,427,486**	***$12,453,225***	***$12,829,803***	***$13,219,152***	***$13,621,727***	***$14,037,998***
19	**Net Surplus/(Assumed Use of Fund Balance)**	**$654,222**	**-$2,825,799**	**$0**	**-$113,015**	**-$231,390**	**-$355,357**	**-$485,162**
20	**Rebudgets & EOY Commitments**			**$1,200,600**				
21	**Total Fund Balance**		**$5,206,993**	**$4,006,393**	**$3,893,378**	**$3,661,989**	**$3,306,631**	**$2,821,469**
22	**17% Assigned Fund Balance**	**$2,490,145**		**$2,117,048**	**$2,181,066**	**$2,247,256**	**$2,315,694**	**$2,386,460**
23	**Projected Unassigned Fund Balance**			**$3,089,945**	**$1,712,312**	**$1,414,733**	**$990,938**	**$435,009**

*Annual growth assumptions (revenues): Property Tax 3.25%; Charges for Services 3%; Franchise Fees, Licenses & Permits, Liquor, Highway & LOT Transfer 2%; Sales Tax 1%
*Annual growth assumptions (expenses): Personnel 4.0%; Materials & Services 2.5%

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Summary of the Ask

- Review and provide feedback on the Budget Amendments list
- Review and provide feedback on the EOY Fund Summaries
- Confirm/Propose edits the EOY recommendations to the Capital Fund and the Housing Fund
    - General Fund Transfer to Capital Fund: $600k
    - Original LOT Fund Transfer to Capital Fund: $650k
        - $1.25M Allocated to Capital Contingency
    - General Fund Transfer to Housing Fund: $400k
        - Allocated to Deed Restriction Program

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Council Action

Option 1:

Motion to approve the FY 2026 Budget Amendments as presented

Option 2:

Motion to approve the FY 2026 Budget Amendments with the following changes .....

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KETCHUM
Next Steps
Today – November 7th
Finish End of Year Financial Review
November 10th - 13th
Auditors on-site
December 1st:
Final FY 2025 Budget Amendment
Published in IME: November 12th and 19th
December 1st or 15th
Council Action: Presentation of FY 2025 Audit
Council Action: Final Monthly Financial Reports
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