



**Planning and Zoning Commission - Special Meeting AGENDA**

**Tuesday, October 26, 2021 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340**

Due to the on-going COVID-19 Pandemic, members of the public may observe the meeting live on the City's website at [ketchumidaho.org/meetings](http://ketchumidaho.org/meetings). If you would like to comment on an agenda item, please submit your comment to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) by noon the day of the meeting. Comments will be provided to the Planning and Zoning Commission.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please find the instructions, phone number, and meeting identification on the following page of this agenda. You will be called upon for comment during that agenda item.

**CALL TO ORDER**

**COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

**CONSENT CALENDAR — ACTION ITEMS**

1. Minutes of September 21, 2021.
2. Recommendation to approve 780 N 1<sup>st</sup> Ave Multi-Family Design Review and Preliminary Plat - Findings of Fact, Conclusions of Law, and Decision.
3. Recommendation to approve Okada Residence Design Review and Preliminary Plat - Findings of Fact, Conclusions of Law, and Decision.

**PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

4. ACTION - Recommendation to approve the 760 N Washington Ave Mixed-Use Design Review (P21-077) and Condominium Preliminary Plat (P21-041) - Findings of Fact, Conclusions of Law, and Decision, located at 760 N Washington Ave.
5. ACTION – Recommendation to approve the Gem Street Replat Subdivision Preliminary Plat (P21-034) located at 151 Topaz Street.
6. ACTION – Recommendation to hold a public hearing, consider, and provide direction on the draft Community Core Design Guidelines, draft Text Amendments to Ketchum Municipal Code Chapters 4.08 – Historical Preservation Commission and 17.96 – Design Review, and draft addition of Chapter 17.20 – Historic Preservation to the Ketchum Municipal Code.
7. ACTION – Recommendation to review and provide direction on interpretation of Title 17 – Zoning Regulations of the Ketchum Municipal Code, related to the number of accessory buildings permitted on an individual lot.

**STAFF REPORTS & CITY COUNCIL MEETING UPDATE**

**ADJOURNMENT**

## **PUBLIC CALL-IN INFORMATION**

You may listen to the meeting through your phone or watch by live streaming. If you would like to provide public comment on a public hearing item on the agenda, please follow these instructions:

1. Dial the number below and provide the meeting ID. You may only provide comment by phone.
2. Mute your phone until the last four digits of your phone number are called out by staff.
3. When your phone number is called to testify, mute the sound on your computer or other device that is live streaming the meeting. Press \*6 to unmute your phone to speak.
4. Provide your testimony and respond to any questions on your phone. You can hear the meeting through your phone.
5. When your testimony is complete, hang up the phone. You can continue watching the meeting through the live stream.

PLEASE NOTE: You will be muted until you are called upon to testify, please do not unmute your phone until you are asked to testify. You will have 3 minutes to provide testimony to the Planning and Zoning Commission. Please keep your comments to 3 minutes.

**October 26, 2021**

**Dial in : 1-253-215-8782**

**Meeting ID: 833 4373 9504**

*Any person needing special accommodations to participate in the meeting should contact the City Clerk's Office as soon as reasonably possible at 726-3841. All times indicated are estimated times, and items may be heard earlier or later than indicated on the agenda.*



**Planning and Zoning Commission - Special Meeting MINUTES**

**Tuesday, September 21, 2021 at 4:30 PM  
Ketchum City Hall  
480 East Avenue North, Ketchum, ID 83340**

**CALL TO ORDER (time stamp 0:10:21)**

The meeting was called to order at 4:30 PM by Chairman Neil Morrow.

**PRESENT**

Chairman Neil Morrow  
Commissioner Jennifer Cosgrove  
Commissioner Brenda Moczygemba

**ABSENT**

Vice-Chairman Mattie Mead  
Commissioner Tim Carter

**COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**

Commissioner Moczygemba drove by the Bald Mountain and Waddel Sites

**CONSENT CALENDAR — ACTION ITEMS**

1. Minutes of July 13, 2021
2. Minutes of July 30, 2021
3. Minutes of August 10, 2021
4. Minutes of August 24, 2021
5. Crossbuck McNee Design Review Findings of Fact and Conclusions of Law.
6. Crossbuck McNee Preliminary Plat Finds of Fact and Conclusions of Law

**Motion to approve the consent calendar.**

*Motion made by Commissioner Cosgrove, Seconded by Commissioner Moczygemba.  
Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

**PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**

7. ACTION - Recommendation to approve the Okada Design Review ( P21-042) and Preliminary Plat (P21-041) located at 407 Bald Mountain Rd. (time stamp 0:14:20)

Senior Planner Morgan Landers gave an overview of the project.

Architect Jolyon Sawrey presented the project. He covered the exterior materials, power lines, drainage and snow storage.

Chair Morrow opened the floor to Public Comment.

Being no comment, the floor was closed.

The Commission liked the design, the exterior materials, and the way it fit onto the site.

**Motion to approve the Okada Design Review Application as Conditioned as it does not jeopardize the Health, Safety, and Welfare of the Public and conforms to all the applicable Design Review Standards and Zoning Regulations.**

*Motion made by Commissioner Moczygemba, Seconded by Commissioner Cosgrove.  
Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

**Motion to recommend approval to City Council of the Okada Subdivision Preliminary Plat Application as Conditioned as it conforms to all applicable Subdivision Regulations for a Preliminary Plat and Condominium Map**

*Motion made by Commissioner Moczygemba, Seconded by Commissioner Cosgrove.*

*Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

8. ACTION - Recommendation to approve the 780 N 1st Ave Design Review (P21- 069) and Preliminary Plat (P21-0368). *(time stamp 0:33:00)*

Senior Planner Morgan Landers introduced the project, reviewing the Conditions of Approval. Architect Daniel Hollis presented the project. He spoke to the screening of the mechanical box and changes that have been made since the Pre-Design Review.

Chair Morrow opened the floor to Public Comment.

**Julia Webb** asked about underground parking for this project.

Being no further comment, the floor was closed.

Daniel Hollis responded there was no underground parking, but heated sidewalks and new street parking will be added.

The Commission liked the changes that were made and the new exterior materials.

**Motion to approve the Lofts at 780 N 1st Ave Design Review Application as Conditioned as it does not jeopardize the Health, Safety, and Welfare of the Public and conforms to all the applicable Design Review Standards and Zoning Regulations.**

*Motion made by Commissioner Cosgrove, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

**Motion to recommend approval to City Council of the Lofts at 780 N 1st Ave Preliminary Plat Application as Conditioned as it conforms to all applicable Subdivision Regulations for a Preliminary Plat and Condominium Map.**

*Motion made by Commissioner Cosgrove, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

9. ACTION - Recommendation to hold a public hearing, consider, and take action on an amendment to the project plans approved by the Planning and Zoning Commission through Design Review Permit P20-031 proposing the addition of hot tubs within east and west side yard setback areas of the Waddell-Roush Duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District. *(time stamp 1:01:41)*

Senior Planner Abby Rivin introduced the project, discussing the side setbacks and the structure of the hot tubs. Staff recommended relocating to the rear yard due to the maximizing of the duplex on this lot.

Architect Craig Lawrence presented the Design Review for the locations of the Hot Tubs. He indicated they will be screened and have a quiet motor. He presented other examples of hot tubs in the setbacks in Ketchum. He asked for approval of the location of the hot tubs. Contractor Brian Poster also addressed the Commission on the Staff Report. He has built 12 homes in Warm Springs within the same parameters. Commissioner Cosgrove asked if the examples given of the other hot tubs in the area were legally permitted.

Planner Rivin pointed out the differences between the examples and the one under consideration.

Chair Morrow opened the floor to Public Comment.

**Doug Waddell**, homeowner, stated the project has been within the zoning standards. The neighbors prefer the side yard location. Other approved hot tubs are located in the setback.

Being no further comment, the floor was closed.

Commissioner Cosgrove appreciated the complications of the site, and thought language should be added to the Code addressing temporary structures.

Commissioner Moczygemba thought the Commission was the right place to make the decision. She referred to the Code definitions of *Building*, *Structure*, and *Setback*. She didn't think mass was an issue.

Chair Morrow wanted to see definitions with more inclusivity.

**Motion to approve the amended Design Review, location of the Waddell/Roush Duplex Townhomes (P21-068) to allow the Hot Tub placement as outlined in the application.**

*Motion made by Commissioner Moczygemba, Seconded by Commissioner Cosgrove.*

*Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

10. ACTION ITEM: Recommendation to review and provide direction on requested modification to Design Review Permit P19-038, First and Fourth Street Mixed Use Project (*time stamp 1:52:09*)

Director Frick introduced the request for modification of the original approved design. The original materials were thought to be *Institutional*. These are the updated choices.

The Commission liked the changes and thought the wood was warmer and gave more texture.

Staff to approve applicant's request for design modification.

**STAFF REPORTS & CITY COUNCIL MEETING UPDATE (*time stamp 2:00:40*)**

The Bluebird Village Project and associated Text Amendment will be before the City Council on October 4<sup>th</sup>.

The Commission agreed to cancel the Planning and Zoning Meeting of October 12<sup>th</sup> and possibly schedule a Special meeting for October 26<sup>th</sup>, if needed.

Commissioner Moczygemba asked about incentives for the owners of properties on the Historic List.

Director Frick indicated the HPC was now working on the design guidelines to be adopted by January 2022.

The Guidelines would be Policy, not Code. The KURA might participate in funding of remodels.

**ADJOURNMENT**

**Motion to adjourn at 6:25 PM.**

*Motion made by Commissioner Cosgrove, Seconded by Commissioner Moczygemba.*

*Voting Yea: Chairman Morrow, Commissioner Cosgrove, Commissioner Moczygemba*

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Chairman Neil Morrow  
Planning and Zoning Commission



**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
780 N 1 <sup>ST</sup> Ave	)	KETCHUM PLANNING AND ZONING COMMISSION
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 26, 2021	)	DECISION
	)	
File Number: 21-038	)	

**PROJECT:** 780 N 1<sup>st</sup> Ave

**APPLICATION TYPE:** Condominium Subdivision – Preliminary Plat

**FILE NUMBER:** P21-038

**ASSOCIATED APPLICATIONS:** Design Review (P21-069)

**REPRESENTATIVE:** Sam Stahlnecker, Galena Engineering (engineer)

**OWNER:** SV Ventures, LLC

**LOCATION:** 780 N 1<sup>st</sup> Ave – Lot 5, Block 33, Ketchum Townsite

**ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Final Design Review on July 23, 2021. The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021. All department comments were addressed satisfactorily through applicant revision of project plans or conditions of approval.

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 September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city’s website on September 13, 2021.



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The Planning and Zoning Commission (the “Commission”) considered the 780 N 1st Ave Design Review (Application No. P21-069) and the Condominium Subdivision Preliminary Plat (Application No. P21-038) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 780 N 1st Ave Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

**BACKGROUND**

The Applicant is proposing an 11,758 square foot three-story multi-family development (the “project”), located at 780 N 1st Avenue (the “subject property”). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. See Table 2 in Attachment F for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1st Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required for the snow melt system. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal will not be necessary.

**FINDINGS OF FACT**

The Commission, 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:



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FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 23, 2021.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The subdivision application was deemed complete on August 19, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The Lofts at 780 1 <sup>st</sup> Avenue" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.





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			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent building to the south and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #9 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .10</b>	<b>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.</b>
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>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.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .12</b>	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>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.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .16</b>	<b>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.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 23, 2020, and a warranty deed recorded at Instrument Number 682094 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock



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				outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<b>Improvement Plans:</b> 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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<b>As Built Drawing:</b> 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.



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			<p><i>Findings</i></p> <p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
		16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<p><i>Findings</i></p> <p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
		16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:             <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> </ol>



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				<p>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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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</li> </ol>



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	No new streets are proposed, however, the project is required to bring the current streets of N 1 <sup>st</sup> Ave and 8 <sup>th</sup> Street into conformance with city street standards. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>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.</b></p>
			<i>Findings</i>	The alley between N 1 <sup>st</sup> Ave and N Washington Ave meets the minimum width requirement of 20 feet. Due to the topography of the alley and proximity of structures on the adjacent lot, the full 20 feet is not able to be improved to city standards as a retaining wall is necessary along the eastern edge of the alley. As shown on Sheet C1.0, an Eco Block wall ranging from 1-3 feet in height will be placed, limiting the width of travel in the alley to 17 feet. This width still provides for safe movement of vehicles in and out of the parking areas. The applicant will be responsible for maintenance of the alley, including snow removal, adjacent to the subject property until such time when the full length of the alley is brought into conformance with city standards for improvements. This is likely to occur



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				with the redevelopment of the adjacent properties. Upon redevelopment of the property adjacent to the retaining wall, the development will be required to bring the alley into full conformance with city standards, including relocation of the retaining wall out of the right-of-way. The construction method for the retaining wall is of a stacked block construction, easily moved during future construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	This standard does not apply as no easements exist or are required.





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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new water mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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,



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			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:       <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:       <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> </ol> </li> </ol>
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				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> 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.



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			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.
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FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	<b>The subdivider of the condominium project shall submit with the preliminary plat application 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.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	<b>Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided on the first floor for Units 302 and 203.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>
			<i>Findings</i>	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	<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>
			<i>Findings</i>	Each condominium unit, with the exception of two, is provided a private balcony adjacent to the unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	<b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



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**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 Commission has authority to review and approve the applicant’s Condominium 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 Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 780 N 1<sup>st</sup> Ave Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Commission **approves** this Condominium Preliminary Plat Application File No. P21-038 this Tuesday, October 26, 2021 subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
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.

Findings of Fact **adopted** this 26th day of October 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



City of Ketchum  
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IN RE:	)	
	)	
780 N 1 <sup>st</sup> Ave	)	<b>KETCHUM PLANNING AND ZONING COMMISSION</b>
Design Review	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: October 26, 2021	)	<b>DECISION</b>
	)	
File Number: P21-069	)	

**PROJECT:** 780 N 1<sup>st</sup> Avenue

**APPLICATION TYPE:** Design Review

**FILE NUMBER:** P21-069

**ASSOCIATED APPLICATIONS:** Condominium Subdivision Preliminary Plat (P21-038)

**REPRESENTATIVE:** Daniel Hollis, Hollis Partners Architects (Architect)

**OWNER:** SV Ventures, LLC

**LOCATION:** 780 N 1st Ave – Lot 5 Block 33, Ketchum Townsite

**ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Final Design Review on July 23, 2021. The Preliminary Plat was submitted on April 9, 2021, in conjunction with the Preapplication Design Review application, and was held until the Final Design application was received. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on August 19, 2021, after two reviews for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on September 1, 2021. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

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 September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city's website on September 13, 2021.

The Planning and Zoning Commission (the "Commission") considered the 780 N 1<sup>st</sup> Ave Design Review (Application No. P21-069) and the Condominium Subdivision Preliminary Plat (Application No. P21-038) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff's analysis, the applicant's presentation, and public comment, the Commission unanimously approved the 780 N 1<sup>st</sup> Ave Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

### **BACKGROUND**

The Applicant is proposing an 11,758 square foot three-story multi-family development (the "project"), located at 780 N 1<sup>st</sup> Avenue (the "subject property"). The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just south of the Mountain Rides facility, diagonal from the Hemingway School. As proposed, the project includes seven residential dwelling units. One dwelling unit on the ground floor, four on the second floor, and two on the third floor. Four of the dwelling units are less than 2,000 square feet, the remaining three are less than 750 square feet. Four parking spaces and one ADA parking space is required for the project. The project proposes four standard and one ADA alley loaded parking spaces. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for Community Housing, mitigating the additional floor area by dedicating one deed restricted unit on-site and making a payment-in-lieu for the remaining square footage amount. See Table 2 in Attachment F for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The project proposes to snowmelt the sidewalks adjacent to the project and the ground level patio on N 1<sup>st</sup> Ave in lieu of on-site snow storage. An encroachment permit approved by the City Council will be required for the snow melt system. The parking area is not proposed to be snowmelt; however, the parking area is fully covered by the second floor of the building, therefore snow removal will not be necessary.

## FINDINGS OF FACT

The Commission, 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:

### FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

17.12.020 – District Use Matrix	Conformance
<i>Zone District: Community Core Subdistrict 2 – Mixed-Use (CC-2)</i>	YES
<p><b>Finding:</b> The multi-story building includes a total of seven residential dwelling units classified as “Dwelling – Multi-family”. <u>KMC 17.12.020</u> outlines permissible uses in the CC-2 zone district. “Dwelling - Multi-family” is listed as permitted use in the CC-2 zone district.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Size</i>	YES
<p><b>Finding:</b>  <u>Permitted:</u> 5,500 square feet</p> <p><u>Proposed:</u> 5,489 square feet – the subject property is Lot 5, Block 33 of the Ketchum Townsite (Village of Ketchum), platted in 1948. Per KMC 17.128.010, lots created prior to April 21, 1966 can be developed provided that all other dimensional limitations are met.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Width</i>	YES
<p><b>Finding:</b>  <u>Required:</u> Minimum lot width of an average of 55 feet is required in the CC-2 zone district.</p> <p><u>Proposed:</u> The subject property is 55 feet wide as shown on the survey included in the project plans.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Building Setbacks</i>	YES
<p><b>Finding:</b>  <u>Permitted:</u>            Front (N 1<sup>st</sup> Avenue/west): 5 feet average – 244.17 SF required per length of facade            Side (8<sup>th</sup> Street/north): 5 feet average as this frontage is considered “street side” – 364.58 SF required on the 1<sup>st</sup> Floor, 465.4 SF required on the 2<sup>nd</sup> and 3<sup>rd</sup> Floors.            Side (Interior Lot Line/south): 0 feet            Rear (Alley/east): 3 feet</p>	



The calculated the average setback for front and street sides, the length of the façade at each level is measured and multiplied by five to determine the minimum required square footage of setback for the façade at that level. To calculate compliance with the minimum requirement, the total square footage of proposed setback for the same facade is measured.

Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof must be set back 10 feet from all building facades.

**Proposed:**

Front (N 1<sup>st</sup> Avenue/west): 276.1 SF on all floors – as shown on Sheets A2.1B, A2.2B, and A2.3B and cover letter

Side (8<sup>th</sup> Street/north): as shown on Sheets A2.1B, A2.2B, and A2.3B and cover letter

1<sup>st</sup> Floor – 373.2 SF

2<sup>nd</sup> Floor – 472.2 SF

3<sup>rd</sup> Floor – 469.2 SF

Side (Interior Lot Line/south): 0 feet with a portion setback along the front half of the building

Rear (Alley/east): 3 feet

Setback of non-habitable structures: Sheet M1.3 illustrates the location of the perforated metal screens proposed to screen the mechanical equipment, set back more than 10 feet from the building façade.

Sheets A3.2 and A3.3 indicate roof overhangs into the right-of-way of 1 foot on 8<sup>th</sup> Street, 3 feet on N 1<sup>st</sup> Avenue, and 1 foot into the alley.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
<p><b>Finding:</b>  <u>Permitted:</u> 42 feet            Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).             Cantilevered Decks and Overhangs: 8 feet above grade and/or walking surface.</p>	

Non-habitable Structures Located on Building Rooftops: maximum of 10 feet

Perimeter walls enclosing roof top deck or structures: 4 feet 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: maximum of 5 feet

Proposed:

As shown on the Topo map in the application materials, the site is generally flat, but slopes down from the rear property line (alley) to the front property line (N 1<sup>st</sup> Ave). As such, maximum building height is calculated by taking an average of the front property line elevation and measuring up to 42 feet from there. The lowest point of elevation along the front property line is approximately 5,811 feet. The highest elevation along the front property line is approximately 5,813 feet. This results in an average of approximately 5,812 feet. As shown on Sheets A3.1 and A3.2, the building height of 38 feet 2.5 inches is measured from an elevation of 5,812.5 feet. Actual building height based on staff's calculation is 38 feet 8.5 inches which is below the maximum building height of 42 feet.

The project includes cantilevered decks on the second and third floors of the project. As shown on Sheets A3.1 and A3.2, all cantilevered decks are more than 8 feet above grade or walking surface.

The project includes roof top mechanical equipment and an elevator shaft. As shown on Sheets A3.1 and A3.2, the equipment does not exceed 3 feet in height and is screened with a 3-foot-high perforated metal screen.

17.124.040 – Floor Area Ratios and Community Housing	Conformance
<i>An increased FAR may be permitted subject to design review approval, and provided, that all conditions in KMC 17.124.040.B.2 are met.</i>	YES Condition #1
<p><b>Finding:</b> <u>Permitted FAR:</u> 1.0 Permitted FAR with Community Housing: 2.25</p> <p><u>Proposed:</u> Gross Square Footage – 11,758 SF (Per Sheet A0.0) Total Lot Area – 5,489 SF FAR – 2.14</p> <p>Community Housing Mitigation Calculation: Permitted Gross Square Feet (1.0 FAR): 5,489 SF Proposed Gross Square Feet: 11,758 SF Increase Above Permitted FAR: 6,269 SF</p>	

20% of Increase: 1,254 SF  
 Net Livable (15% Reduction): 1,066 SF

The applicant proposes to dedicate Unit 203 (454 square feet) as a community housing unit and contribute a payment-in-lieu for the remaining 612 SF of community housing. The required payment-in-lieu is \$238 per square foot for a total of \$145,656.

17.125.030 – Off Street Parking and Loading	Conformance
<i>Per KMC 17.125.020 all new development must comply with the off street vehicle parking requirements of the chapter.</i>	YES
<p><b>Finding:</b>  <u>Required per KMC 17.125.030:</u></p> <ul style="list-style-type: none"> <li>- Parking space dimensions of 9x18 feet</li> <li>- Unobstructed access to and from streets</li> <li>- Located in the rear of a building or lot</li> <li>- Lighting and Screening</li> <li>- Requirements for alleys</li> </ul> <p><u>Proposed:</u> As shown on Sheet A1.1 of the project plans, all surface parking spaces meet the minimum 9x18 feet dimensional requirements with 9x21 feet parking spaces. Each parking space is accessed directly from the alley at the rear of the building and lot. Garage spaces adjacent to surface spaces are deeded to the same residential unit so there are no conflicts on accessing parking for individual units. The surface parking area is screened by a perforated metal screen on each side and lit by overhead lighting. Surface parking spaces do not encroach into the alley and are paved with asphalt.</p>	

17.125.040 – Off Street Parking and Loading Calculations 17.125.050 – Community Core District Off Street Parking and Loading Calculations	Conformance
<i>Minimum amount of parking spaces required per use.</i>	YES
<p><b>Finding:</b>  <u>Required:</u>            For residential multi-family dwelling units in the Community Core:            Units 750 square feet or less – 0 spaces            Units 751 SF to 2,000 SF – minimum of 1 space            Units 2,001 SF and above – minimum of 2 spaces</p> <p>The project proposes a total of 7 dwelling units, three of which are under 750 Sf. The remaining four are under 2,000 SF requiring 1 parking space each. The total required parking for the project is four spaces.</p>	

**Proposed:**

As shown on Sheet A2.1, the project proposes a total of four standard surface parking spaces, one accessible space, and three garage spaces. Per the Preliminary Plat submittal, the project is proposed to be subdivided into a condominium in such a way that each dwelling unit will have one or two dedicated parking spaces except for the units less than 750 square feet.

<b>17.125.060 – Bicycle Parking</b>	<b>Conformance</b>
<i>Requirements</i>	YES
<b>Finding:</b> <u>Required:</u> 1 bicycle rack, accommodating at least two bicycles, for every four parking spaces required.  <u>Proposed:</u> As shown on Sheet L2, the project proposes one bike rack as required for the project.	

<b>17.127 – Signage</b>	<b>Conformance</b>
<i>Master Signage Plan for New Construction</i>	YES
<b>Finding:</b> The master signage plan for the project is shown on the elevations on Sheet A3.2. The project proposes one address marker for the building on the west elevation.	

<b>17.132 – Dark Skies</b>	<b>Conformance</b>
<i>Compliance with Section 17.132 – Dark Skies.</i>	YES
<b>Finding:</b> As shown on Sheets E1.0-1.3, the photometric analysis of the project shows zero light trespass across the subject property's boundaries. Additionally, the proposed light fixtures all meet the city's requirement of a maximum of 2700 K light temperature. Two streetlights are required for the project. Per the photometric study provided by the street light vendor, illumination of the sidewalk meets the city's requirement for maximum and average foot candles.	

### FINDINGS REGARDING DESIGN REVIEW STANDARDS

<b>17.96.060.A.1 - Streets</b>	<b>Conformance</b>
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES
<b>Finding:</b> The project is at the corner of N 1 <sup>st</sup> Ave and 8 <sup>th</sup> Street. The project proposes to expand the asphalt, provide curb and gutter, and sidewalks within the right-of-way of N 1st Ave and 8 <sup>th</sup> Street adjacent to the subject property. The project also proposes to grade and pave the alley, for the full width of alley adjacent to the subject property. The project proposes walkways from the sidewalk in the right-of-way to the main residential entrance off 8 <sup>th</sup> Street and to the ground floor unit on N 1 <sup>st</sup> Ave. All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES – condition #6
<b>Finding:</b> No new streets are proposed for the project, however, all improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #6.	

17.96.060.B.1 - Sidewalks	Conformance
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	YES
<b>Finding:</b> KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-2 zone district, sidewalks are required and proposed.	

17.96.060.B.2 - Sidewalks	Conformance
<i>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.</i>	YES Condition #6
<b>Finding:</b> The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards for width and construction are met. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #6.	

17.96.060.B.3 - Sidewalks	Conformance
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> <li><i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i></li> <li><i>b) 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.</i></li> </ul>	N/A

**Finding:** The applicant has not requested, nor has the City Engineer granted a waiver to the sidewalk requirement for the project.

17.96.060.B.4 - Sidewalks	Conformance
<i>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.</i>	YES
<b>Finding:</b> As shown on Sheet C1.0 of the project plans, the project proposes new sidewalks to be placed the full length of the subject property along N 1st Ave and 8 <sup>th</sup> Street.	

17.96.060.B.5 – Sidewalks	Conformance
<i>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.</i>	YES
<b>Finding:</b> There are no sidewalks adjacent to the subject property to the south or east. As this is a corner lot, crosswalks will connect to the sidewalk on the north side of 8 <sup>th</sup> Street, the regional bike path, and the sidewalk on the west side of N 1 <sup>st</sup> Ave. The project proposes internal pathways that directly access the sidewalk from the ground floor commercial unit and the main entry to the residential units. There are internal pathways connecting the rear parking units to the rear entry of the building.	

17.96.060.B.6 - Sidewalks	Conformance
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 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.</i>	N/A
<b>Finding:</b> The applicant has not request relief from the requirement to construct sidewalks nor has the City granted any such request.	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES
<b>Finding:</b> The project proposes a series of roof drains, drywells, and catch basins to manage onsite stormwater. Per Sheet C1.0 of the project plans, all stormwater is being retained on site.	

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition #6
<p><b>Finding:</b> As shown on Sheet C1.0, all stormwater is retained on-site. The project proposes to construct right-of-way improvements the length of the subject property, including curb and gutter, along N 1st Ave and 8<sup>th</sup> Street. The project also proposes drainage infrastructure in the alley behind the subject property for the full length of the subject property. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance per condition #6.</p>	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	N/A
<p><b>Finding:</b> The City Engineer did not identify any additional drainage improvements during department review.</p>	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #6
<p><b>Finding:</b> Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the city engineer prior to issuance of a building permit per condition #6.</p>	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City, and no funds have been provided by the city for the project.</p>	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES Conditions #2 and #3
<p><b>Finding:</b> All new utilities are to be underground as noted on Sheet C1.0 of the project plans. The subject property includes some existing pedestals for communications that will be</p>	

removed and relocated to accommodate future parking spaces. There is no transformer proposed on-site as power is being pulled from a transformer to the north on 8<sup>th</sup> Street. Conditions of approval #2 and #3 address items related to utilities to be addressed prior to building permit.

17.96.060.D.3 - Utilities	Conformance
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<b>Finding:</b> The location of the subject property is already served by fiber optical and therefore no conduit is required in this location.	

17.96.060.E.1 – Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES
<b>Finding:</b> The adjacent structures are one-story, structures of residential style with light colored materials, primarily horizontal vinyl/wood siding. Across 8th Street to the northwest and northeast are commercial type structures with flat roofs and light-colored materials of stucco and concrete. As shown on Sheets A3.1-A3.2, the project proposes a variety of materials including vertical wood siding, block siding in two colors, corrugated metal, and black metal trim for the windows and railings. The color palette of the proposed materials is very similar to adjacent buildings and assists in reducing the perceived size of the building. More specifically, the south façade of the building includes two forms of horizontal siding in a lighter color which complements the horizontal siding and color of the adjacent structures to the south and east.	

17.96.060.E.2 – Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	N/A
<b>Finding:</b> The subject property is vacant therefore this standard does not apply.	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The subject property is vacant therefore this standard does not apply.	



17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
<b>Finding:</b> The project includes a primary entrance to the building on 8 <sup>th</sup> Street clearly defined as a recess in the building façade and a set of vertical windows from the ground level to the third floor.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<b>Finding:</b> The building character is that of a mountain modern approach defined by architectural features such as horizontal blocking of cantilevered decks and roof forms, and vertical integration of all stories through corner window features and accent materials.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<b>Finding:</b> The project uses a consistent set of materials including wood siding, block siding, corrugated metal and black metal for window trim, railings, and awnings. The full set of materials are utilized on each façade in different ways, connecting all facades with a continuous pattern and rhythm. The minimalist nature of the design will be carried through to the signage, which includes one address marker.	

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<b>Finding:</b> No accessory structures are proposed; however, the project contains landscape planters along both street frontage facades. The landscape planter on 8th Street will be constructed of finish concrete, which is a complementary color to the façade materials. The landscape planter that anchors the corner of the building is constructed of a perforated metal screen with a mountain photography element that compliments the black metal railings and window trim.	

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES

**Finding:** The project provides adequate undulation on all four sides of the building, reducing the appearance of bulk and flatness as illustrated in the setback calculations for the front and street sides. Specifically, the project uses cantilevered decks, recesses, and vertical façade elements to achieve a dynamic façade.

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p><b>Finding:</b> The subject properties’ primary street frontage is N 1<sup>st</sup> Ave, however, the main entrance to the residential units is on 8<sup>th</sup> Street. The project includes an anchor corner element of windows and dark metal accent materials that extend from the ground floor landscape bed to the third floor. The windows wrap around both sides of the building, orienting the building to the corner, rather than N 1<sup>st</sup> Ave or 8<sup>th</sup> Street exclusively.</p>	

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p><b>Finding:</b> As shown on Sheet A2.1 of the project plans, the garbage area is in the rear of the building, in a storage room enclosed with a roll up door.</p>	

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<p><b>Finding:</b> As shown on Sheet A2.7, the roof plan for the project includes flat roofs at an angle that causes water to drain toward a series of roof drains along the interior of the roof. Cantilevered decks integrate with roof drain systems for any water or snow accumulation. Based on the design of drainage facilities and roof design, no water or snow will enter onto adjacent properties.</p>	

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<p><b>Finding:</b> The project is fully connected by crosswalks with the existing sidewalk system to the north leading to the regional bike path system. No additional easements or pathways have been identified necessitating connection from the project.</p>	

17.96.060.G.2 – Circulation Design	Conformance
<i>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.</i>	YES Condition #4
<b>Finding:</b> The project proposes roof overhangs into the alley and over 8 <sup>th</sup> Street of one foot, roof overhangs onto N 1 <sup>st</sup> Ave of three feet, and awning features overhanging onto N 1 <sup>st</sup> Ave of one foot. Per condition of approval #4, an encroachment agreement approved by City Council will be required for these elements prior to issuance of a building permit.	

17.96.060.G.3 – Circulation Design	Conformance
<i>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.</i>	YES
<b>Finding:</b> Vehicle traffic accesses the site from the alley between N 1st Ave and N Washington Ave, from 8 <sup>th</sup> Street. Following required improvements to the alley, the access will be adequate to enter or exit the project safely. Bicycle and pedestrian circulation will primarily be in and out of the front of the project along 8 <sup>th</sup> Street. The subject property does not currently have sidewalks, which will be provided by the project.	

17.96.060.G.4 – Circulation Design	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The subject property is a corner lot, however, alley access points for surface parking spaces in the Community Core are not considered curb cuts or driveways, therefore this standard does not apply.	

17.96.060.G.5 – Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES
<b>Finding:</b> With the right-of-way improvements proposed for N 1st Ave, 8 <sup>th</sup> Street, and the alley, access for emergency vehicles, snowplows, and garbage trucks will be enhanced as access to the property will be achievable from the north, east and west sides. The design of the parking area is such that parked vehicles will not overhang into the alley and there is direct access to the building from the alley in case of emergencies.	

<b>17.96.060.H.1 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
<b>Finding:</b> The project proposes heated pavers for the patio areas of the project per Sheet L2 of the project plans, therefore, no on-site snow storage is required. Surface parking area in the rear is covered and therefore no snow storage for these areas are necessary.	

<b>17.96.060.H.2 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall be provided on site.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

<b>17.96.060.H.3 – Snow Storage</b>	<b>Conformance</b>
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

<b>17.96.060.H.4 – Snow Storage</b>	<b>Conformance</b>
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	YES
<b>Finding:</b> The project proposes heated pavers for the patio areas of the project per Sheet L2 of the project plans, therefore, no on-site snow storage is required. Surface parking area in the rear is covered and therefore no snow storage for these areas are necessary.	

<b>17.96.060.I.1 – Landscaping</b>	<b>Conformance</b>
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> Sheet L2 of the project plans is the landscape plan for the project.	

<b>17.96.060.I.2 – Landscaping</b>	<b>Conformance</b>
<i>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.</i>	YES
<b>Finding:</b> The landscape plan includes trees, deciduous shrubs, grasses, and ornamental flowers primarily on the west, north, and south facing sides of the building. The landscape plan adds interest to the street by providing flower crab and aspens that will reflect a variety	

of colors through the seasons. These vegetation types are found in many properties in the northern portion of the CC-2 district and will complement that neighborhood well.

17.96.060.I.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<b>Finding:</b> Trees proposed include flowering crab and Swedish aspens, both found in the surrounding area. Ornamental grasses are also drought tolerant and common.	

17.96.060.I.4 – Landscaping	Conformance
<i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i>	YES
<b>Finding:</b> The project provides a landscape buffer of Lilacs between the proposed building and the lot to the south. The lot to the south has numerous large mature trees that also provided added buffer.	

17.96.060.J.1 – Public Amenities	Conformance
<i>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 Public Works Department prior to design review approval from the Commission.</i>	YES
<b>Finding:</b> Per direction of the Public Works Department, all public amenities proposed are to be located within the boundaries of the subject property. The project proposes a bike rack and two seat walls integrated into the landscape plan.	

17.96.060.K.1 – Underground Encroachments	Conformance
<i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title 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.</i>	N/A
<b>Finding:</b> The project does not propose any below grade structures.	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
<p><b>Finding:</b> The subject property is not adjacent to any bodies of water; therefore, no riparian setback exists for the property. Additionally, the project does not propose any below grade structures.</p>	

**FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE**

17.96.070.A.1 – Streets	Conformance
<i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i>	YES
<p><b>Finding:</b> Per direction from the Public Works Department, all trees and furnishings are required to be within the boundaries of the subject property. Two streetlights are required and are proposed to illuminate the sidewalk along N 1st Ave and 8<sup>th</sup> Street.</p>	

17.96.070.A.2 – Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	N/A
<p><b>Finding:</b> This standard only applies to street trees within the public right-of-way. No trees are proposed in the public right-of-way therefore this standard does not apply.</p>	

17.96.070.A.3 – Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	N/A
<p><b>Finding:</b> No modifications to these requirements have been made. The Public Works Department has provided directions as to the location of improvements in the right-of-way.</p>	

17.96.070.B.1 - Architectural	Conformance
<i>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.</i>	YES
<p><b>Finding:</b> As discussed above, the project proposes a variety of materials and successfully designed the facades of the building to undulate, reducing the appearance of bulk or flatness. The facades facing the streets and alley include cantilevered decks, large windows, and various materials to avoid the creation of blank walls from all vantage points.</p>	

17.96.070.B.2 - Architectural	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The project does not include any nonresidential elements, therefore this standard does not apply.	

17.96.070.B.3 - Architectural	Conformance
<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	N/A
<b>Finding:</b> The project does not include any nonresidential elements; therefore, this standard does not apply.	

17.96.070.B.4 - Architectural	Conformance
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
<b>Finding:</b> The roof form and material is like that of the rest of the building. The roof form is flat, compatible with the horizontal cantilevered decks. The roof soffit will be the same wood siding as portions of the façade with a dark metal fascia. No reflective materials are proposed.	

17.96.070.B.5 - Architectural	Conformance
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
<b>Finding:</b> The project does not include pitched roofs.	

17.96.070.B.6 - Architectural	Conformance
<i>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 Public Works Department.</i>	N/A
<b>Finding:</b> As discussed above, the project proposes roof and awning overhangs requiring an encroachment agreement per condition of approval #4. No roof or awning overhangs extend more than three feet over a public sidewalk.	

17.96.070.B.7 - Architectural	Conformance
<i>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.</i>	YES
<b>Finding:</b> The main entrance to the building is on 8 <sup>th</sup> Street, access by a set of stairs from the street level. The entry is recessed, but not enclosed.	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>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.</i>	YES
<b>Finding:</b> The trash disposal area for the project is located in the rear of the building, adjacent to the parking area. The project includes a designated trash disposal area not within the public right-of-way, screened by a metal roll up door.	

17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	YES
<b>Finding:</b> As shown on Sheets A3.1 and A3.2 of the project plans, there will be rooftop mechanical equipment screened by a 3-foot-high perforated metal screen like what is screening the parking area off the alley. The screening material is compatible with the other building materials as it is a dark brushed metal material.	

17.96.070.D.1 - Landscaping	Conformance
<i>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.</i>	YES
<b>Finding:</b> Sheet L1 of the project plans indicate the removal of three trees from the property. Based on a site visit with the City Arborist, no existing trees on-site were deemed healthy and mature. No replacement trees are required.	

17.96.070.D.2 - Landscaping	Conformance
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	YES



**Finding:** Trees proposed in the landscape plan are not within pedestrian path areas, but on the outer bounds of the patio adjacent to N 1st Ave, or in landscape planters, therefore tree grates are not required.

<b>17.96.070.D.3 - Landscaping</b>	<b>Conformance</b>
<i>The City arborist shall approve all parking lot and replacement trees.</i>	YES

**Finding:** A site visit with the City Arborist was conducted on June 24, 2021 to verify existing tree health. No replacement trees are required.

<b>17.96.070.E.1 – Surface Parking Lots</b>	<b>Conformance</b>
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	YES

**Finding:** The surface parking area is accessed directly from the alley. Perforated metal screening is provided on the north and south side of the parking area to screen from adjacent properties.

<b>17.96.070.E.2 – Surface Parking Lots</b>	<b>Conformance</b>
<i>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.</i>	N/A

**Finding:** The surface parking area is located under the second-floor overhang of the structure and is not an open-air surface parking lot. These standards are more applicable to parking lots that contain 10 or more parking spaces in an open-air manner, therefore these standards do not apply to this project.

<b>17.96.070.E.3 – Surface Parking Lots</b>	<b>Conformance</b>
<i>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.</i>	N/A

**Finding:** As the parking for the project is not within an open are surface parking area, these standards do not apply.

17.96.070.F.1 – Bicycle Parking	Conformance
<i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i>	YES
<b>Finding:</b> As shown on Sheet L2, the project proposes one bike rack as required for the project.	

17.96.070.F.2 – Bicycle Parking	Conformance
<i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i>	YES
<b>Finding:</b> As shown on Sheet L2, the project proposes one bike rack as required for the project.	

17.96.070.F.3 – Bicycle Parking	Conformance
<i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. 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.</i>	YES
<b>Finding:</b> The project proposes one bicycle rack within 20 feet of the entrance to the building on 8 <sup>th</sup> Street and within 20 feet of the entrance to the ground floor unit on N 1 <sup>st</sup> Ave.	

### 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 Design Review application for the development and use of the project site.
  
2. The Commission has authority to hear the applicant’s Design Review Application pursuant to Chapter 17.96 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 §17.96.080.

4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.
5. The 780 N 1<sup>st</sup> Ave Multi-family Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

### **DECISION**

**THEREFORE**, the Commission **approves** this Design Review Application File No. P21-069 this Tuesday, October 26, 2021, subject to the following conditions of approval.

### **CONDITIONS OF APPROVAL**

1. In exchange for an increase in FAR, a voluntary community housing contribution of 1,066 square feet is required. A Floor Area Ratio Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed prior to issuance of a Building Permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.
2. The junction box noted on Sheet E1.0 as note 4 is not permitted in the right-of-way. The junction box must be moved to a location within the property boundaries of the subject property. Revised electrical and civil plan sets are required for review and approval by the City Engineer prior to issuance of a building permit for the project.
3. The Century link pedestal noted on Sheet E1.0 as note 7 must be relocated or terminated as to not obstruct access to the surface and garage parking spaces for Unit #101. Revised electrical and civil plan sets are required for review and approval by the City Engineer prior to issuance of a building permit for the project.
4. Prior to issuance of a building permit for the project, an Encroachment Agreement shall be approved by the City Council addressing the snowmelt roof and awnings.
5. Top of wall landscaping along the elevated patio on N 1<sup>st</sup> Ave must be maintained to not exceed a total height of 4 feet from the base of the wall adjacent to the sidewalk to top of the shrubs.
6. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
7. Until such date when the alley located between N 1<sup>st</sup> Ave and N Washington Ave from 7<sup>th</sup> St to 8<sup>th</sup> St is improved to meet the minimum width and improvements requirements of the City of Ketchum, the applicant, successors, and assigns shall be responsible for the maintenance and upkeep of the alley adjacent to the subject property, 780 N 1<sup>st</sup> Ave.
8. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or

upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.

9. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 26<sup>th</sup> day of October 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
Okada Residence	)	<b>KETCHUM PLANNING &amp; ZONING COMMISSION</b>
Design Review	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: October 26, 2021	)	<b>DECISION</b>
	)	
File Number: 21-042	)	

PROJECT: Okada Residence

APPLICATION TYPE: Design Review

FILE NUMBER: P21-042

ASSOCIATED APPLICATIONS: Townhouse Subdivision Preliminary Plat (P21-041)

REPRESENTATIVE: Jolyon Sawrey, Vital Ink Architecture (Architect)

OWNER: Robert Okada

LOCATION: 407 Bald Mountain Rd – Tax Lot 3215

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Design Review and Preliminary Plat on April 28, 2021. The Final Design and Preliminary Plat applications were reviewed concurrently and certified complete on July 15, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on August 11, 2021.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city’s website on September 13, 2021.

The Planning & Zoning Commission considered the Okada Residence Design Review (Application File No. P21-042) and Townhouse Subdivision Preliminary Plat (Application File No. P21-041) applications

during their regular meeting on September 21, 2021. The development applications were considered concurrently and the associated 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 unanimously approved the Okada Residence Design Review (Application File No. P21-042) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P21-041) application to the City Council.

### FINDINGS OF FACT

The Planning & Zoning Commission, 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 a new 1,792 square foot two-story detached townhome (the “project”), located at 407 Bald Mountain Rd (the “subject property”). The subject property is a tax lot with an existing single family dwelling unit zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to retain the existing single family dwelling unit, subdivide the property into two townhouse sublots and construct a new detached dwelling unit on the newly created lot. The existing single-family dwelling unit was constructed in 1961. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

### FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Zoning and Dimensional Standards Analysis				
Compliant				
Yes	No	N/A	KMC §	Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Lot Area</b>
			<i>Commission Findings</i>	<b>Permitted:</b> 8,000 square feet minimum  <b>Existing Lot Size:</b> 0.2 acres/8,712 SF
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>FAR/Building Coverage</b>
			<i>Commission Findings</i>	<b>Permitted:</b> maximum building coverage of 35% = 3,049.2 SF  <b>Proposed:</b> Sublot 1 (existing residence) – 1,082.83 SF Sublot 2 (proposed residence) – 1,053.47 SF Total Coverage = 2,136.30 SF (24.5% of lot)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Building Setbacks</b>
			<i>Commission Findings</i>	<b>Permitted:</b> Front (Bald Mountain): 15 feet Side (east): The greater of 1 foot for every 3 feet in building height, or 5 feet - Building Height is 21 feet 10 1/8 inches – minimum setback is 7 feet 3 inches. Side (west): The greater of 1 foot for every 3 feet in building height, or 5 feet - Building Height is 12 feet 6 1/8 inches – minimum setback is 5 feet as it is greater than 4 feet 2 inches.

				<p>Rear (south): the greater of 1 foot for every 3 feet in height, or 10 feet – minimum is 10 feet as it is greater than 7 feet 3 inches or 4 feet 2 inches. Setbacks from lot lines created by townhouse sublots: 0 feet</p> <p>KMC §17.128.020: Supplementary Yard Regulations A. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than 3 feet. H. Decks less than 30 inches in height from existing grade may be constructed to the property line.</p> <p><b>Proposed Sublot 1:</b> Front (Bald Mountain): 41 feet 8 inches Side (townhouse lot line): 3 feet 11 ½ inches Side (west): 13 feet 2 5/8 inches Rear (south): 22 feet 3/8 inch</p> <p><b>Proposed Sublot 2:</b> Front (Bald Mountain): 15 feet Side (East): 7 feet 3 3/8 inches Side (townhouse lot line): 2 feet 8 5/8 inches Rear (south): 23 feet 2 ¾ inches</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Building Height</b>
			<i>Commission Findings</i>	<p><b>Permitted:</b> maximum of 35 feet</p> <p><b>Proposed:</b> Sublot 1: 12 feet 6 inches Sublot 2: 21 feet 10 1/8 inches</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.030H</b>	<b>Curb Cut</b>
			<i>Commission Findings</i>	<p><b>Permitted:</b> A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p><b>Proposed:</b> The total linear footage of street frontage on the parent lot is 75.8 feet. The project includes two driveway curb cuts, each 13 feet wide. The total percent of street frontage devoted to access off street parking is 34%.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.040</b>	<b>Parking Spaces</b>
			<i>Commission Findings</i>	<p><b>Permitted:</b> minimum of 1 space per unit for units less than 2,000 square feet</p> <p><b>Proposed:</b> Sublot 1: 1,032 square feet - one surface parking space provided Sublot 2: 1,792 square feet - one garage parking space provided</p>

FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

Improvements and Standards (KMC §17.96.060)				
Yes	No	N/A	KMC §	Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.A1 Streets</b>	<b>The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.</b>
			<i>Commission Findings</i>	The project will remove the existing, nonconforming curb cut adjacent to the right-of-way for Bald Mountain Road and replace with two separate curb cuts for a driveway to each unit in compliance with city standards. All improvements to the right-of-way will be at the expense of the applicant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.A2 Streets</b>	<b>All street designs shall be approved by the City Engineer.</b>
			<i>Commission Findings</i>	No new streets are proposed for the project, however, all required improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B1 Sidewalks</b>	<b>All projects under 17.96.010(A) that qualify as a “Substantial Improvement” shall install sidewalks as required by the Public Works Department.</b>
			<i>Commission Findings</i>	KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. The subject property is within the GR-L zone district, which is not a district where sidewalks are required per the development standards.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B2 Sidewalks</b>	<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.</b>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B3 Sidewalks</b>	<b>Sidewalks may be waived if one of the following criteria is met:</b> a. The project comprises an addition of less than 250 square feet of conditioned space. b. 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.
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B4 Sidewalks</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B5 Sidewalks</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.B6 Sidewalks</b>	<b>The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by</b>



				<p><b>the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.</b></p>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.C1 Drainage</b>	<b>All storm water shall be retained on site.</b>
			<i>Commission Findings</i>	Stormwater management was reviewed for the entire site during department review. The City Engineer did not have comments related to on-site stormwater management, finding existing conditions adequate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.C2 Drainage</b>	<b>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</b>
			<i>Commission Findings</i>	Drainage improvements associated with improvements to the right of way have been designed for the full length of the property as shown in the project plans.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.C3 Drainage</b>	<b>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</b>
			<i>Commission Findings</i>	No additional drainage improvements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.C.4 Drainage</b>	<b>Drainage facilities shall be constructed per City standards.</b>
			<i>Commission Findings</i>	The proposed drainage improvements to the right-of-way are designed to meet city standards. Final design will be reviewed and approved by the City Engineer prior to issuance of a building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.D1 Utilities</b>	<b>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</b>
			<i>Commission Findings</i>	The applicant is the responsible party for improvements and installation of utilities for the project. Improvements include upgrade of the power pole and transformer on the northwest corner of the property, undergrounding of existing above ground power lines, and utility service to the new residential dwelling unit. The applicant is responsible for all expenses related to these improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.D2 Utilities</b>	<b>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</b>
			<i>Commission Findings</i>	Currently, the Bald Mountain Rd residential area is served by a series of above ground power lines. Many of which serve multiple lots and residences from one pole and transformer. There is an above ground power pole located at the northwest corner of the subject property that serves the existing home, and three other lots to the east, west, and north of the subject property. To accommodate the new detached townhouse, the pole size and transformer on the pole will be upgraded. The overhead line serving the residence to the east, the existing residence on the subject property, and the service to the new detached townhouse will be underground, running along the front property line. The overhead power pole serving the existing properties to the north and west will remain. This meets the criteria for underground utilities as all new and existing structures within the project will be served with underground utilities.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.D3 Utilities</b>	<b>When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.</b>
			<i>Commission Findings</i>	Extension of utilities is not required for the project; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.E1 Compatibility of Design</b>	<b>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</b>
			<i>Commission Findings</i>	The character and makeup of Bald Mountain Road is diverse, ranging from small single-family residences on the west end to large multi-family buildings on the east end. Many of the buildings are of an older vintage with pitched or sloped roofs. A variety of colors and natural materials make up the exterior of the buildings including natural wood or brown shades of siding to lighter shades of grey, beige, and blue siding. The existing residence is a one-story building with a pitched roof and natural wood vertical siding. To the east, is a one-story building with a pitched roof and blue-grey vertical siding.  The project proposes a two-story building with sloped roofs and vertical wood siding. The color palette for the project is natural wood with black windows, corrugated metal roof, and steel accent fascia and garage door.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.E2 Compatibility of Design</b>	<b>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</b>
			<i>Commission Findings</i>	The subject property does not include significant landmarks; therefore, this standard does not apply.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.E3 Compatibility of Design</b>	<b>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.</b>
			<i>Commission Findings</i>	The proposed project does not include an addition to an existing building; therefore, this standard does not apply.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F1 Architectural</b>	<b>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</b>
			<i>Commission Findings</i>	Both the existing residence and the new detached townhouse have pathways from the building to the driveways leading to the street. As discussed above, sidewalks are not required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F2 Architectural</b>	<b>The building character shall be clearly defined by use of architectural features.</b>
			<i>Commission Findings</i>	The building is intended to have a rustic mountain character defined by a pitched roof, covered entry, and rustic materials such as vertical natural wood siding, corrugated metal roof, and steel garage door.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F3 Architectural</b>	<b>There shall be continuity of materials, colors and signing within the project.</b>
			<i>Commission Findings</i>	The project proposes a consistent use of rustic natural materials including wood siding, corrugated metal, steel accents, and black trimmed windows.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F4 Architectural</b>	<b>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</b>
			<i>Commission Findings</i>	The project proposes a perimeter fence that is a cedar trimmed metal fence with similar colors and the primary materials used for the design of the new detached townhouse.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F5 Architectural</b>	<b>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</b>
			<i>Commission Findings</i>	The new detached townhouse is a two-story structure facing the street. A portion of the second-floor steps back significantly to provide undulation of the façade. Additionally, the roof line between the first and second floor extends across the full extent of the façade, breaking up the flatness of the eastern side of the building that faces the street.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F6 Architectural</b>	<b>Building(s) shall orient towards their primary street frontage.</b>
			<i>Commission Findings</i>	The primary street frontage is Bald Mountain Rd. The entry and sidewalk to the new detached townhouse faces Bald Mountain Rd.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F7 Architectural</b>	<b>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</b>
			<i>Commission Findings</i>	Garbage will be stored within the garage and no satellite receivers are anticipated. There is no alley, therefore access to the garage for garbage storage is from Bald Mountain Rd.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.F8 Architectural</b>	<b>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</b>
			<i>Commission Findings</i>	The new detached townhouse proposes gutters and snow retention to ensure that snow does not slide onto adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.G1 Circulation Design</b>	<b>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</b>
			<i>Commission Findings</i>	The project provides pedestrian access to Bald Mountain Rd. As Bald Mountain Rd is considered a residential street, all pedestrian, equestrian and bicycle movements are contained within the street. There are no easements or pathways in the area requiring connectivity to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.G2 Circulation Design</b>	<b>Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.</b>
			<i>Commission Findings</i>	The project does not propose any encroachments into the right-of-way.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.G3 Circulation Design</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed and sidewalks are not required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.G4 Circulation Design</b>	<b>Curb cuts and driveway entrances shall be no closer than twenty (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.</b>
			<i>Commission Findings</i>	The project is not within 20 feet of an intersection, therefore, this standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.G5 Circulation Design</b>	<b>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</b>
			<i>Commission Findings</i>	Access for emergency vehicles, snowplows, garbage trucks, and delivery vehicles is from Bald Mountain Rd. Bald Mountain Rd is classified as a

				residential street, requiring a minimum right-of-way of 60 feet. The Bald Mountain Rd right-of-way is nonconforming at 40 feet. A normal 60 foot right-off-way would include 26 feet of pavement and a total of 17 feet for permeable material to manage drainage and snow storage. The existing pavement on Bald Mountain Rd ranges from 21-23 feet wide with 3.5-5.5 feet of permeable material for drainage. The applicant is required to bring the width of pavement to a consistent 26 feet for the length of the subject property. Pursuant to KMC 17.96.060.C.3, the City Engineer and Director of Streets and Facilities has reviewed the drainage and snow storage requirements for this section of road and determined that a total of 8 feet for drainage and snow storage is necessary. To achieve this, a snow storage easement along the front property line will be reserved for the City of Ketchum for snow storage purposes. The snow storage easement must remain free from obstructions, therefore, no surface parking in the driveway of Sublot 2 is permitted. Final civil drawings for right-of-way improvements will be reviewed and approved by the City Engineer and Streets department prior to issuance of a building permit per condition of approval #2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.H1 Snow Storage</b>	<b>Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.</b>
			<i>Commission Findings</i>	Both sublots are required to provide their own snow storage. Sublot 1 has a total of 311 square feet of hard surface area and is providing 388.54 square feet of snow storage. This amounts to 124.9% of snow storage, exceeding the minimum of 30% required.  Sublot 2 has a total of 251.44 square feet of hard surface and is providing 262.34 square feet of snow storage. This amounts to 104.3% of snow storage, exceeding the minimum of 30% required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.H2 Snow Storage</b>	<b>Snow storage areas shall be provided on-site.</b>
			<i>Commission Findings</i>	As shown in the project plans, all snow storage is provided on-site and outside of the 6 foot snow storage easement required for storage of snow cleared from the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.H3 Snow Storage</b>	<b>A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.</b>
			<i>Commission Findings</i>	As shown in the project plans, the snow storage areas for both sublots meet these dimensional requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.H4 Snow Storage</b>	<b>In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.</b>
			<i>Commission Findings</i>	The project is providing well over the required amount of snow storage, however, per the landscape plan included in the project plans. If snow storage needs exceed area designated, snow will be hauled at the owner's expense.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.I1 Landscaping</b>	<b>Landscaping is required for all projects.</b>
			<i>Commission Findings</i>	The project proposes to leave all existing vegetation on subplot 1 but remove three existing trees on subplot 2. The front of Sublot 2 will be landscaped with two new trees, shrubs, and drought tolerant grasses. Along the interior subplot line, larger shrubs will be planted along the rear patio of the proposed detached townhouse.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.I2 Landscaping</b>	<b>Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect,</b>

				<b>and shall serve to enhance and complement the neighborhood and townscape.</b>
			<i>Commission Findings</i>	Proposed plant materials are drought tolerant and are consistent with landscaping of surrounding properties within the neighborhood.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.13 Landscaping</b>	<b>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</b>
			<i>Commission Findings</i>	All proposed plant materials are drought tolerant.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.96.060.14 Landscaping</b>	<b>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</b>
			<i>Commission Findings</i>	The landscape plan for the project provides buffer between the new detached townhouse and the existing dwelling unit on Sublot 1. Landscaping is also proposed between the new detached townhouse and the street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>17.96.060.J1 Public Amenities</b>	<b>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 Public Works Department prior to design review approval from the Commission.</b>
			<i>Commission Findings</i>	This standard is not applicable as sidewalks are not required.

### 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 Design Review application for the development and use of the project site.
2. The Commission has authority to hear the applicant’s Design Review Application pursuant to Chapter 17.96 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 §17.96.080.
4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.
5. The Okada Residence Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Commission **approves** this Design Review Application File No. P21-042 this Tuesday, October 26, 2021 subject to the following conditions of approval.

#### **CONDITIONS OF APPROVAL**

1. The transformer noted in the northwest corner of the property on Sheet A1.1 shall be pole mounted with underground lines serving the existing residence, the new detached townhome, and the property to the east. Revised electrical and civil plan sets are required for final review and approval by the Planning Department and City Engineer prior to issuance of a building permit for the project.
2. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
3. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
4. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 26<sup>th</sup> day of October 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



**City of Ketchum  
Planning & Building**

<b>IN RE:</b>	)	
	)	
<b>Okada Residence</b>	)	<b>KETCHUM PLANNING &amp; ZONING COMMISSION</b>
<b>Townhouse Subdivision – Preliminary Plat</b>	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
<b>Date: October 26, 2021</b>	)	<b>DECISION</b>
	)	
<b>File Number: 21-041</b>	)	

**PROJECT:** Okada Residence

**APPLICATION TYPE:** Townhouse Subdivision – Preliminary Plat

**FILE NUMBER:** P21-041

**ASSOCIATED APPLICATIONS:** Design Review (P21-042)

**REPRESENTATIVE:** Sean Flynn, Galena Engineering (Engineer)

**OWNER:** Robert Okada

**LOCATION:** 407 Bald Mountain Rd – Tax Lot 3215

**ZONING:** General Residential Low Density (GR-L)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Design Review and Preliminary Plat on April 28, 2021. The Final Design and Preliminary Plat applications were reviewed concurrently and certified complete on July 15, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on August 11, 2021.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on September 1, 2021. The public hearing notice was published in the Idaho Mountain Express the on September 1, 2021. A notice was posted on the project site and the city’s website on September 13, 2021.

The Planning & Zoning Commission considered the Okada Residence Design Review (Application File No. P21-042) and Townhouse Subdivision Preliminary Plat (Application File No. P21-041) applications

during their regular meeting on September 21, 2021. The development applications were considered concurrently and the associated 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 unanimously approved the Okada Residence Design Review (Application File No. P21-042) and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat (Application File No. P21-041) application to the City Council.

**FINDINGS OF FACT**

The Planning & Zoning Commission, 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 a new 1,792 square foot two-story detached townhome (the “project”), located at 407 Bald Mountain Rd (the “subject property”). The subject property is a tax lot with an existing single family dwelling unit zoned General Residential – Low Density (GR-L). Detached townhomes are a permitted use within the GR-L zone district provided that all dimensional standards are met. The project proposes to retain the existing single family dwelling unit, subdivide the property into two townhouse sublots and construct a new detached dwelling unit on the newly created lot. The existing single-family dwelling unit was constructed in 1961. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

**FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS**

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	X	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.
			<i>Commission Findings</i>	The project proposes detached townhouses, therefore, no party wall agreement is required. Additionally, the sublots proposed divide the property with no proposed common area or commonly owned facilities. Therefore no property owner’s association or documentation of an association is required.



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>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.</p> <p>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.</p>
			<i>Commission Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the September 21, 2021 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>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.</p>
			<i>Commission Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the September 21, 2021 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>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.</p>
			<i>Commission Findings</i>	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>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.</p>
			<i>Commission Findings</i>	A phased townhouse development is not proposed. There is only one phase of construction associated with the application as the second detached townhouse already exists.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>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</p>

				<p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Commission Findings</i>	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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p><b>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</b></p> <p><b>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</b></p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 8,712 square feet. This allows for a maximum building coverage of 3,049.2 square feet. The existing dwelling unit on Sublot 1 has a building coverage of 1,082.83 square feet. The proposed detached townhouse on Sublot 2 has a building coverage of 1,053.47 square feet. This results in a total building coverage of 2,136.30 square feet or 24.5% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p><b>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.</b></p>
			<i>Commission Findings</i>	Sublot 1 includes once surface parking space. Sublot 2 includes a one-car garage. As the proposed townhouse subdivision is for detached townhouses, with no common area or common facilities, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p><b>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)</b></p>
			<i>Commission Findings</i>	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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 28, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>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.</b>
			<i>Commission Findings</i>	The subdivision application was deemed complete on July 15, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>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.</b>
			<i>Commission Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Okada Subdivision" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Commission Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Robert Okada. The plat was prepared by Mark Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Commission Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining tax lots to the east and west, as well as the lots within the Warm Springs Subdivision to the south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>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.</b>
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	<b>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.</b>
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing dwelling unit on Sublot 1, the proposed dwelling unit on Sublot 2, and all adjacent streets and easements.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Commission Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Commission Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .10</b>	<b>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.</b>
			<i>Commission Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .12</b>	<b>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.</b>
			<i>Commission Findings</i>	As shown on Sheet 1, the existing dwelling unit on Sublot 1 is currently served by city water and sewer. Sublot 2 will have separate services for water and sewer from the main lines in Bald Mountain Rd.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Commission Findings</i>	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .16</b>	<b>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.</b>
			<i>Commission Findings</i>	This standard does not apply as there will not be a homeowner's association for the two properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .17</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Commission Findings</i>	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .18</b>	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>

			<i>Commission Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<b>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.</b>
			<i>Commission Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	<b>Lot area of each lot.</b>
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 5,734 square feet and the area of Sublot 2 is 3,104 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	<b>Existing mature trees and established shrub masses.</b>
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, there are seven mature trees on the subject property, but no established shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<b>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.</b>
			<i>Commission Findings</i>	The applicant provided a title commitment issued by Stewart Title dated April 16, 2021 and a warranty deed recorded at Instrument Number 402315 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Commission Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>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.</b>
			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review per condition of approval #2. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas. The project proposes to remove three mature trees. As shown on the landscape plan, two replacement trees will be planted to enhance the attractiveness of the project and blend the new construction in with the surrounding neighborhood.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<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</b>

				shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			16.04.040.F	Lot Requirements:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<ol style="list-style-type: none"> <li>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.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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.</li> </ol>
<i>Commission Findings</i>				<ol style="list-style-type: none"> <li>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 8,712 square feet. The new detached townhouse and the existing dwelling unit 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.</li> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets</li> <li>3. The subject property is not a corner lot.</li> </ol>

				<ol style="list-style-type: none"> <li>4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bald Mountain Rd.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Both Sublots have a minimum of 20 feet of frontage on Bald Mountain Rd. Sublot 1 has 29.5 feet and Sublot 2 has 46.33 feet.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> <li>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</li> </ol>



			<p>provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p>
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				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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Commission Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>

			<i>Commission Findings</i>	As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement. 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, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Commission Findings</i>	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 Bald Mountain Rd.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Commission Findings</i>	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 Bald Mountain Rd.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<b>Cuts, Fills, And Grading Improvements:</b> 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,

			<p>streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ol> </li> </ol>
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			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouse meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Commission Findings</i>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Commission Findings</i>	The Bald Mountain Rd residential area is served by a series of above ground power lines. Many of which serve multiple lots and residences from one pole and transformer. There is an above ground power pole located at the northwest corner of the subject property that serves the existing home, and three other lots to the east, west, and north of the subject property. To accommodate the new detached townhouse, the pole size and transformer on the pole will be upgraded. The overhead line serving the residence to the east, the existing residence on the subject property, and the service to the new detached townhouse will be underground, running along the front property line. The overhead power pole serving the existing properties to the north and west will remain. This meets the criteria for underground utilities as all new and existing structures within the development will be served with underground utilities. The project plans show a potential transformer in the northwest corner of the property, pending discussions with Idaho Power. Per final confirmation from Idaho Power, this transformer will be pole mounted and the only transformer or junction box on site would be in the northwest corner of the property as shown on the landscape plan, Sheet A1.2. Condition of approval #1 ensures that the final configuration is adhered to.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements:</b> 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.

		<i>Commission Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.
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**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 Commission 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 Okada Townhouse Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Commission **approves** this Preliminary Plat Application File No. P21-041 this Tuesday, October 26, 2021 subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-069.
2. The Final Plat application shall include a plat note prohibiting parking within the driveway for subplot 2.
3. 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.

Findings of Fact **adopted** this 26<sup>th</sup> day of October 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**SPECIAL MEETING OF OCTOBER 26, 2021**

- PROJECT:** 760 N Washington Mixed-Use
- FILE NUMBER:** P21-077 and P21-044
- APPLICATION TYPE:** Final Design Review and Condominium Subdivision – Preliminary Plat
- APPLICANT:** Design Review - Daniel Hollis, HR Architects, LLC (Architect)  
Condominium Preliminary Plat – Sam Stahlnecker, Galena Engineering (Engineer)
- PROPERTY OWNER:** SV Ventures, LLC
- REQUEST:** Final Design Review and Preliminary Plat application for the development of a new, 11,319 square foot, three-story mixed-use building
- LOCATION:** 760 N Washington Avenue - Ketchum Townsite: Block 13: Lot 6
- ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on October 6, 2021. A notice was posted on the project site on October 19, 2021.

**I. EXECUTIVE SUMMARY:**



Figure 1: Conceptual Rendering 760 N Washington Mixed-Use

The Applicant is proposing an 11,319 square foot three-story mixed-use development (the “project”), located at 760 N Washington Avenue (the “subject property”). The subject property is a mid-block interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) with a one-story cabin on site. The existing building was built in 1940. The building is not on the Historic Buildings/Site List being reviewed by the Historic Preservation Commission and has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.

Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As proposed, the project proposes to demolish the existing structure and build a three-story mixed-use building with ground floor commercial, two residential dwelling units on the second floor, and one residential dwelling unit on the third floor. Two of the dwelling units are less than 2,000 square feet, the remaining unit is more

than 2,000 square feet. A total of seven parking spaces are required for the project, six standard parking spaces and one ADA parking space. The project proposes a total of six off-street parking spaces. The project meets the parking requirements by receiving on street parking credit for two spaces (KMC §17.125.050.D). See below for further detail on parking compliance for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The City of Ketchum Planning and Zoning Commission (the “Commission”) conducted a Preapplication Design Review on August 10, 2021, of the project and unanimously moved the project through to Final Design. The discussion during the Preapplication Design Review was brief and focused on the perceived size of the roof overhang. Section III of this staff report provides an overview of comments provided by the Commission and changes proposed by the applicant to address comments. Staff believes the project to be in conformance with all requirements of the zoning code, all standards related to Design Review, and all subdivision requirements for condominium preliminary plats.

## **II. BACKGROUND:**

The City of Ketchum received the application for Design Review of the project on September 23, 2021. The application was deemed complete on September 29, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 8, 2021. All department comments have been addressed satisfactorily by the applicant and no conditions of approval to address department comments are recommended.

## **III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS:**

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all nonresidential uses and new multi-family dwellings. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn’t jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A).

### **Conformance with Zoning Regulations**

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project follows all applicable zoning code requirements. Below is an overview of code compliance issues highlighted during Preapplication Design Review and how the issues were addressed for Final Design Review. Please see Attachment D for a full review of dimensional standards.

#### FAR for Community Housing

The 11,319 square-foot building has a total FAR of 2.06. The CC-2 district allows up to an FAR of 2.25, subject to design review approval, with the contribution of Community Housing. Based on the methodology outlined in KMC §17.124.040.2.a, the project must provide a minimum of 989 square feet of community housing. The project is proposing to meet the minimum requirements of the Community Housing provisions with a cash-in-lieu payment rather than on-site units. At the current rate of \$238/square foot, the total cash-in-lieu payment will be \$235,382.

### **Conformance with Design Review Improvements and Standards**

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also review the



project for conformance with KMC §17.96.070 – *Community Core (CC) Projects*. Finally, staff reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, or requirements are met. Please see Attachment D for a review of all design review improvements and standards. Below is an overview of comments provided by the Commission in Preapplication Design Review and changes the applicant has made to address the comments:

#### Building Mass Due to Roof Form

The initial application, provided for Preapplication Design Review, showed a roof above the third floor that ran the full length of the building façade. The Commission provided feedback to the applicant that the size and overhang of the roof made the building appear to be very large from the perspective of pedestrians and encouraged the applicant to study other design solutions. The applicant revised the application, as illustrated in the conceptual renderings in Sheets A0.1-A0.3 of Attachment B, to incorporate a metal corner at each end of the roof along Washington Ave. Below are images of the initial proposal (left) and the revised proposal (right).



Figure 3: Initial Roof Design - Preapplication



Figure 3: Revised Roof Design - Final Design

This adjustment allows light passage through the roof and reduces the perceived mass of the building. Staff believes the proposed change achieves the intended effect and addresses the comments from the Commission.

#### **IV. CONFORMANCE WITH SUBDIVISION STANDARDS**

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. Please see Attachment E for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of two reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

The alley between N Washington Ave and Warm Springs Rd from 7<sup>th</sup> Street to 8<sup>th</sup> Street is not fully paved and not maintained by the City of Ketchum. The applicant proposes to pave the full width of the alley, for the length of the subject property. The applicant will be required to maintain the alley adjacent to the subject property until such time as the full length of the alley is improved to City standards.

Staff believes the proposed preliminary plat meets all the subdivision requirements and standards for a preliminary plat and condominium map.

## V. STAFF RECOMMENDATION

Staff recommends **approval** of the Design Review application subject to the following conditions:

1. In exchange for an increase in FAR, a voluntary community housing contribution of 989 square feet is required. A Floor Area Ratio Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed prior to issuance of a Building Permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.
2. The project plans shall be revised, prior to building permit application, to reflect either one bicycle rack that accommodates four bicycles, or two racks that accommodate two bicycles each. The bicycle rack(s) shall be located no further than 50 feet from the entrance to the commercial unit or the main front entrance to the residential units.
3. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
4. Until such date when the full length of the alley located between N Washington Ave and Warm Springs Road from 7<sup>th</sup> Street to 8<sup>th</sup> Street is improved to meet the minimum improvements requirements of the City of Ketchum, the applicant, successors, and assigns shall be responsible for the maintenance and upkeep of the alley adjacent to the subject property, 760 N Washington Ave.
5. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
6. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Staff recommends **approval** of the Preliminary Plat application subject to the following conditions:

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-077.
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.

## VI. RECOMMENDED MOTIONS

Design Review:

"I move to approve the Design Review application for the 760 N Washington mixed-use project, as conditioned, and adopt the findings of fact, conclusions of law, and decision, as it does not jeopardize the health, safety, and welfare of the public and conforms to all applicable design review standards and zoning regulations."

Preliminary Plat:

"I move to recommend approval of the Condominium Preliminary Plat application for the 760 N Washington mixed-use project, as conditioned, and adopt the findings of fact, conclusions of law, and decision, as it conforms to all applicable subdivision regulations for a preliminary plat and condominium map."

## ATTACHMENTS:

- A. Application Materials – Supporting Documents
- B. Design Review project plans
- C. Preliminary Plat project plans
- D. Draft Findings of Fact, Conclusions of Law, and Decision – Design Review Application

E. Draft Findings of Fact, Conclusions of Law, and Decision – Condominium Preliminary Plat

# Attachment A: Applications and Supplemental Materials

# Design Review: Applications and Supplemental Materials



City of Ketchum  
Planning & Building

CERTIFIED  
DATE  
9-29-21

OFFICIAL USE ONLY	
File Number:	P-21-077
Date Received:	8-23-21
By:	MP
Pre-Application Fee Paid:	2691.00
Design Review Fee Paid:	
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

## Design Review Application

APPLICANT INFORMATION			
Project Name: 760 N Washington Ave Mixed-Use	Phone: 208.720.8244		
Owner: SV Ventures, LLC	Mailing Address: P.O Box 5023 Ketchum ID 83340		
Email: reid.sanborn@evrealestate.com			
Architect/Representative: Daniel Hollis (Hollis Partners Architects)	Phone: 208.721.7160		
Email: daniel@hp-architects.com	Mailing Address: P.O.Box 1769, Sun Valley ID 83353		
Architect License Number: AR985372			
Engineer of Record: Galena Engineering Inc	Phone: 208.788.1705		
Email: sam@galena-engineering.com	Mailing Address: 317 N. River Street, Hailey ID 83333		
Engineer License Number: NA			
All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.			
PROJECT INFORMATION			
Legal Land Description: Lot 6, Block 13			
Street Address: 760 Washington Avenue North, Ketchum		RPK 000 00130060	
Lot Area (Square Feet): 5,501sf			
Zoning District: Community Core - #2 Mixed Use			
Overlay District:	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Avalanche	<input type="checkbox"/> Mountain
Type of Construction:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Addition	<input type="checkbox"/> Remodel <input type="checkbox"/> Other
Anticipated Use: Market rate Residential units for sale, Ground floor commercial space	Number of Residential Units: 4 residential units		
TOTAL FLOOR AREA			
	<b>Proposed</b>		<b>Existing</b>
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	3,370	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	4,143	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	4,143	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	11,656	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core: 2.25	Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage:			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 5' Average (N.Washington Ave)	Side: 0-3' along North	Side: 0-3' along South	Rear: 3' to Alley
Building Height: 37'-6 1/4"			
OFF STREET PARKING			
Parking Spaces Provided: 6 Spaces (accessed from alleyway to east)			
Curb Cut: 0	Sq. Ft.	%	
WATER SYSTEM			
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	

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

**Daniel Hollis (HP Architects)**

**8/17/21**

Signature of Owner/Representative

Date

## **DESIGN REVIEW EVALUATION STANDARDS**

**(May not apply to Administrative Design Review):**

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

#### **A. Streets:**

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

#### **B. Sidewalks:**

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

#### **C. Drainage:**

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



PO Box 1769 [post]  
Sun Valley, ID 83353  
220 River Street, East  
Ketchum, ID 83340  
v 208.721.7160

**12<sup>th</sup> October 2021**

**Morgan Landers**

City of Ketchum – Design Review Committee  
P.O. Box 2315  
480 East Ave. N.  
Ketchum, ID 83340

Dear Design Review Committee,

We are excited to submit to you for “*Final Design review*” our Mixed-Use project (“***The 760 N. Washington Mixed Use project***”) located at 760 N. Washington Avenue, Ketchum. A 3 story, mixed use structure, **11,319 sf**, located on the north end of the community core. Currently proposed 3 residential units will be available for market rate sales, as well as a ground floor commercial space.

The programming of the building is as follows:

Ground Level:

- Parking access from alley to the East.
- 9' - 10'-0" High Ceilings.
- Multiple Foyer/Entry Stairs for Upper Residential Units
- Mechanical Space
- (1) Commercial space fronting N. Washington Ave @ 1,473 square feet
- Outdoor Trash / Recycling area
- (2) car garage @ ranging from 240 SF to 301 SF accessed from the alleyway on the east side of the project.
- Storage room / lockers.
- Additionally, 3 car parking spaces including one ADA Van space.
- Landscaped Entry courtyard.

Second Level:

- Stair / elevator /Access Points to Residential Units
- (1) 3-bedroom, 3 bath unit, 1,872 square feet (#201)
- (1) 3-bedroom, 3 bath unit @ 1,888 square feet (#202)
- Balconies and Terraces for Residential Units
- Mechanical Space

Third Level:

- Stair / elevator /Access Points to Residential Units



- (1) 4-bedroom, 4 1/2 bath penthouse unit, office, bonus room, 3,700 square feet (#301)
- Balconies and Terraces for Penthouse unit.
- Mechanical

Roof Level:

- Outdoor mechanical area set at least 12' from any building edge.

We have proposed a mix of materials and colors that will hopefully enact a sense of vibrancy to this area of Ketchum. Key materials as per sample board images include a Stonewood siding/panel product connected to the building via a "rain-screen" detail. We are using Siparila wood siding (this has a 17-year warranty on not doing any refinishing), a standing seam bronze metal for a siding material in a standard pattern. The planter on the street frontage will be board-formed concrete.

We are proposing to also break up the building mass / scale by using 2 types of balcony / deck structures. One being a solid parapet condition with metal tube steel placed on top and then the other deck handrails will be a steel mesh system. Slightly different to the previous Lofts @ 660 & 780 1<sup>st</sup> Ave multifamily projects.

We look forward to conversing more about at the October 26th P&Z hearing date, please feel free to ask any questions or for additional information that will assist in approving this project to the next level. We are excited to work with you on this project, and we look forward to starting the next phase of the design process.

Sincerely,



Daniel Hollis, Principal

# CONTENTS:

Project Data sheet – Development Potential

Additional Information requested by the city (response document)

## Drawing List:

- A0.0 Project Data / General Notes
- A0.1 Exterior 3D Massing Model Views
- A0.2 Exterior 3D Massing Model Views
- A0.3 Exterior 3D Model in Context
- A0.4 Existing Site pictures
- A0.6 Material Samples / Color Board
- A0.7 Construction Management Plan
  
- C Topographical & Site Information (Galena Engineering)
  - C0.1 Cover Sheet
  - C1.0 Site Grading & Drainage Plan (Galena)
  - C2.0 Details (Galena)
  
- L1 Site Plan (Eggers & Associates)
- L2 Landscape Plan (Eggers & Associates)
  
- A1.1 Site Plan
- A1.2 Arch Site Plan
- A2.1 First Level Floor Plan
- A2.2 Second Level Floor Plan
- A2.3 Third Level Floor Plan
- A2.7 Roof Plan
- A3.1 Exterior Elevations (North / West)
- A3.2 Exterior Elevations (South / East)
- A4.1 Building Sections
- A4.2 Building Sections
- A4.3 Building Sections
- A5.1 Wall Sections / Details
- A5.2 Wall Sections / Details
- A5.3 Wall Sections / Details
  
- M0.0 Cover Sheet (Musgrove, PA)
- P0.0 Site Utilities Plan (Musgrove, PA)
- E0.0 Electrical Cover Sheet
- E1.0 Electrical Site Plan (Musgrove, PA)
- E1.1 Photometric Electrical Site Plan (Musgrove, PA)
- E1.1 Photometric Electrical Site Plan w/ Street light (Musgrove, PA)
- E1.2 Exterior Lighting Cutsheets (Musgrove, PA)
- E2.0 1<sup>st</sup> Floor Lighting Plan (Exterior) (Musgrove, PA)
- E2.1 2<sup>nd</sup> Floor Lighting Plan (Exterior) (Musgrove, PA)
- E2.2 3<sup>rd</sup> Floor Lighting Plan (Exterior) (Musgrove, PA)

# 760 N Washington Avenue Development Potential

Legal – Lot 6, Block 13, 760 N. Washington Ave

Parcel Size – 5,501 SF

Dimensions – 55' on N. Washington Ave, 100' N. Washington Ave to Alleyway

Permissible Gross Density @ 2.25 Floor Area Ratio (FAR) = 12,375 SF

1. (A) 5,500 SF x (H) 2.25 (per 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING)  
= 12,375 SF
2. (M) 11,720 SF – 12,375 SF = **-555 SF**

Community Housing Requirement (net SF)

20% of Gross FAR in excess of 1.0 FAR x 85% = 10,310 SF

Can be satisfied on-site, off-site, or by **payment in lieu** (currently set at \$238/SF)

**This will be a "Payment-in-lieu" project.**

Parking Requirement

Residential – one space over 750 (4 spaces required)

Project will provide 6 parking spaces, 2 more than required including a Van Accessible parking space.

Maximum Building Height

42 Feet (Proposed **37'-6 1/4"** north west roof)

Setbacks

N. Washington Avenue - average of 5 feet

Alley - 3 feet

South Side – 0' (we are proposing a 3'-0" setback)

North Side – 0' (we are proposing a 3'-0" setback)

## **RESPONSE TO CITY LETTER:**

### **Final Design Review**

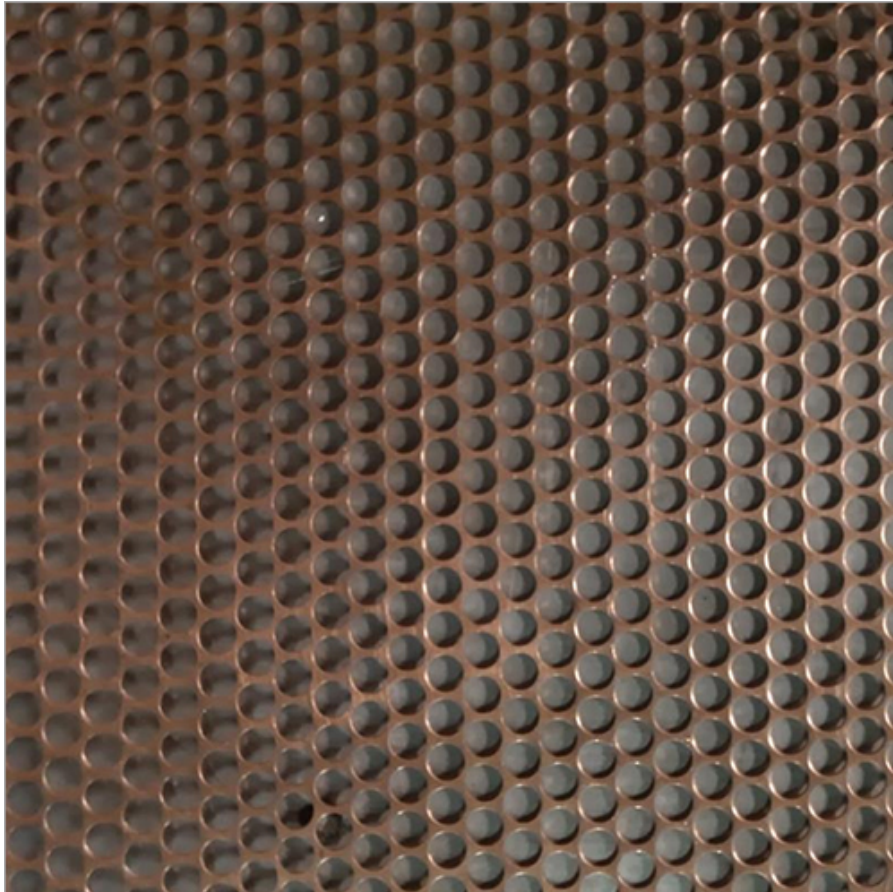
#### **Planning**

• **Exceedance Agreement** - Community Housing – An exceedance agreement memorializing the cash in lieu will be drafted and sent for applicant review under separate cover. **The exceedance agreement will be presented to City Council at the time of review and approval of the Preliminary Plat.**

*The client, Reid Sanborn has sent a copy of the exceedance agreement to the city for review on October 11<sup>th</sup> via email to Morgan Landers.*

• **Screening of Rooftop Mechanical Equipment** – Sheets A3.1 and A3.2 indicate the location of the elevator roof; however, screening of rooftop mechanical equipment is not shown. Please update Sheets A3.1 and A3.2 to show screening of rooftop mechanical equipment and indicate the proposed material for screening on Sheet A0.6.

**See revised A2.7 Roof Plan, A3.1 & A3.2 Building elevations for location and details for the screening around the roof top mechanical equipment.**



*Example of perforated metal screening for roof top mechanical.*

• **Roof Design Change** – Staff believes the changes to the roof, with the inclusion of the metal trellis at the corners, addresses the Planning Commission’s comment on the bulk of the roof overhang at the street. **No further revisions are requested.**

• **Street Light Location** – The streetlight photometric plan dated July 26, 2021, shows the light in a mid-lot location, however, Sheet L2, C1.0, and Sheet E1.0 shows an offset streetlight on the south side of the property. The offset location is acceptable provided the minimum illumination standards for sidewalks are met. Please see Attachment A for requirements. Please provide a revised photometric plan showing the offset light demonstrating compliance with illumination requirements for foot candles.

*Refer to the revised photometric plans E1.1 for new illumination studies.*

• **Garage Notation** – Sheet L2 denotes the space in front of the accessible parking space as “Garage”. Please revise Sheet L2 to change the reference to “Storage” as shown on Sheet C1.0. This correction is to ensure no confusion moving forward.

*See revised L2 submitted that shows the “Storage Room”.*

• **Transformer Location** – transformer shall be located as close to the rear (west) of the designated easement as possible. *Proposed screening is adequate and no revisions to the drawings are required.*

• **Preliminary Plat**

o Sheet 2 outlines various limited common elements and parking spaces with either a double line or single line. It is staff’s understanding that only the building or structure should be delineated with a double line and that limited common elements and common area outside the building or structure should be delineated with a single line. Please review Sheet 2 of the plat in comparison with the floor plans of the proposed building and revise accordingly.

o Please add the City of Ketchum file number of P21-044 to the bottom right of all sheets.

**Streets and Engineering**

See Attachment A for City Engineer and Streets comments. *No revisions to the application materials are required at this time,* however, conditions of approval will be recommended to address comments #3, #4, and #5.

• Please update the civil sheets to address the following comments: - All stormwater shall be retained on site – how and where are the roof drains being routed?  
- Sidewalk snow removal is the responsibility of the applicant. Are they proposing any snowmelt in the ROW? If so, an encroachment permit will need to be executed prior to Certificate of Occupancy of the building permit.

*As per sheet A1.1, note #2. Sidewalk snow removal in the ROW is the responsibility of HOA. No Snowmelt system is proposed for exterior sidewalks and entries.*

- Add note to sheet E1.0, if any existing utility junction boxes are located within the proposed sidewalk, they will need to be relocated into the ROW parking area.  
- The civil sheets and sheet E1.0 show an above ground power pole in the alley that no longer exists. The civil sheets do not accurately show existing communications lines. The previous property owner and the City of Ketchum worked together to underground the power and communications (Cox and CenturyLink) in the alley between 7th and 8th streets adjacent to the property. The power line undergrounding has been completed, however, the undergrounding of the communication lines for Cox and Centurylink was not completed. Please revise the civil sheets and sheet E1.0 to reflect accurate utilities and notate the undergrounding of all existing utilities. An encroachment agreement between the City and Cox has been drafted for council approval.

*The power poles and existing Communication lines (Cox & Centurylink) will be decommissioned and removed on October 28<sup>th</sup> according to my conversation with Cyndi Bradshaw (Idaho Power) on October 11<sup>th</sup>.*

- City standard is a 6” rolled curb, not vertical curb.  
- Cross slopes in asphalt parking area need to be shown.  
- Need to show radius for curb transition.

- The following items **do not require revisions to the current application**, but need to be addressed for review at the time of building permit application: - Streetlights are to be hard wired and connect to separate city lighting meter. I am not aware of a city owned lighting meter near the project location so they will likely need to install one. The city is aware that Fonroche may not carry hard wired fixtures, however, discussions with Fonroche are ongoing. No revisions are required at this time.
- Project needs to meet all City of Ketchum ROW standards
- A dig permit and TURP permit is required for the project. **KMV Builders will pull these permits.**
- The following needs to be included on the Construction Activity Plan:
  - Detail of the proposed construction fencing needs to be provided for the CAP.
  - Any road closures need to be addressed on the CAP
  - Street dimensions need to be shown on the CAP
  - Dimension of the proposed fencing in ROW needs to be shown on CAP
  - The CAP will need to address the following items: project schedule, excavation quantities, truck routes, dust abatement, dust, mud, sand and gravel control, and construction vehicle parking.
- Work within ROW required to meet KMC 12.04.040, final review of work in the ROW will be conducted at Building Permit application.
- ROW improvement plans will need to be stamped and signed by a license engineer. Plans currently only have an engineer's stamp.

### **Utilities – Water and Wastewater**

**No revisions of the project plans are required to address the comments below, however, comments need to be addressed for building permit application.**

- Sewer - Existing sewer service to be used if possible. Line will need to be inspected by contractor to ensure it is in usable condition or repaired to usable condition. If a new sewer service is necessary, it will need to be installed to City of Ketchum standards and inspected by City personnel.
- Water – A new fire sprinkler line needs to be installed, with a common meter installed in mechanical room for the residences unless builder wants individual meters for each. The existing water service needs to be abandoned at the main water line. Inspection will be needed for new tap and installation of services and meters.

### **Fire**

- All projects shall utilize unique project/building names. Please revise the project name to be unique to the project as there is a Lofts at 660 and Lofts at 780 near the project.

**Currently working on a name change for both 760 N Washington Ave and 780 1<sup>st</sup> Ave. Will notify city at time of permitting.**

- See Attachment B for Fire Department comments. **No action is required at this time to address these comments.**

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

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • Fax: 208.726.8041

August 7, 2021

Planning & Zoning  
City of Ketchum  
P O Box 2315  
Ketchum, ID 83340-2315

Re: 760 Washington Ave N

To whom it may concern,

Please allow this letter to serve that Daniel P Hollis of Hollis Partners Architects has engaged in conversations with me, regarding the new building mentioned above.

This building will house three single family homes, one commercial unit and will utilize carts for garbage service. *There is room for four carts as there will be four units, however given the nature of commercial space there may be a need for multiple service days to accommodate adequate service needs.* The future HOA will need contract for moving carts to the alley or street for pickup and return to the enclosure as an additional special service. Clear Creek Disposal will not accept responsibility for any damage to building and/or vehicles from the movement of carts.

If you have any questions regarding this project, please don't hesitate to call.

Sincerely,



Mike Goitiandia  
Clear Creek Disposal

.760 Washington Ave N





August 16, 2021

Reid Sanborn  
Po Box 5023  
Ketchum, Id 83340

To whom it may concern,

Thank you for your inquiry about electrical service at 760 N Washington St  
Ketchum, Id 83340

This property is located within Idaho Power's service area in the state of Idaho .

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

To start new service or obtain more information about new service, visit our website:  
<https://www.idahopower.com/service-and-billing/> . You may also contact Idaho Power's Customer Care Team at 208-388-2323, or 1-800-488-6151 (outside the Treasure Valley).

Sincerely,

Cyndi Bradshaw  
Distribution Designer  
Cbradshaw@Idahopower.Com  
208-788-8002



# APPLICATION DESIGN

## 760 N Washington Ave Ketchum ID



<b>Project Number:</b>	<u>G5276</u>
<b>Date:</b>	7/26/2021
<b>Written by:</b>	Shaunak PILLAI
<b>Version :</b>	A



# The global leader in solar lighting

Fonroche Lighting America began as SolarOne, a pioneer in solar lighting in the U.S. for more than a decade. Now we are proud to be part of [Fonroche Lighting](#), the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the tribal lands of Oklahoma to the West African Republic of Senegal.

We can invest in innovation, pushing efficiency and reliability even higher. We can provide field-tested expertise and responsive service to our customers. And we can take on projects of any size, from local to national. That's why so many [municipalities](#), [military](#) and [federal facilities](#), [tribes](#), [commercial properties](#), and [developers](#) trust us to deliver the full promise of solar lighting.



## The **3** key benefits for your project

### - OFF-GRID

100% solar, not connected to the utility grid. No outages.

**365 nights of light a year – guaranteed.**

### - POWERFUL

Powerful illumination, on a par with grid-connected systems.

### - COST-EFFICIENT

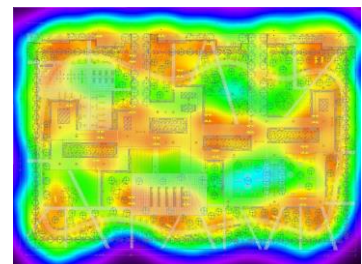
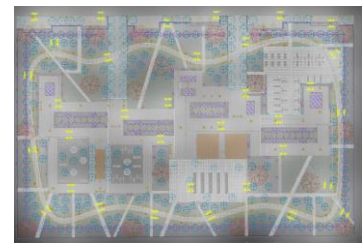
No maintenance for the first 10 years. Rapid installation. No operating costs.

## Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, SolarOne operates its own **design office**.

We assess the feasibility of each project in four stages:

- 1.** First, we define your **lighting requirements**.
- 2.** Next, we analyze the last 10 years of **local weather data** to determine how much energy our PV panels will generate.
- 3.** On this basis, we **calculate** what size and how many products we need to install.
- 4.** Finally, our sales team draws up a **cost estimate**.



# 1 Project = 1 Study



1



## 10-Year Analysis of local weather data

We use the **PVsys** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

2



## Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.

3



## Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

4



## Results

Based on our experience, we propose the **optimal solution** in terms of lighting **performance** and **cost effectiveness**.

Autonomy of  
**365**  
nights of lighting /year

## SMARTLIGHT WITH SIGNIFY ROADFOCUS



**signify**  
Lumec RoadFocus LED

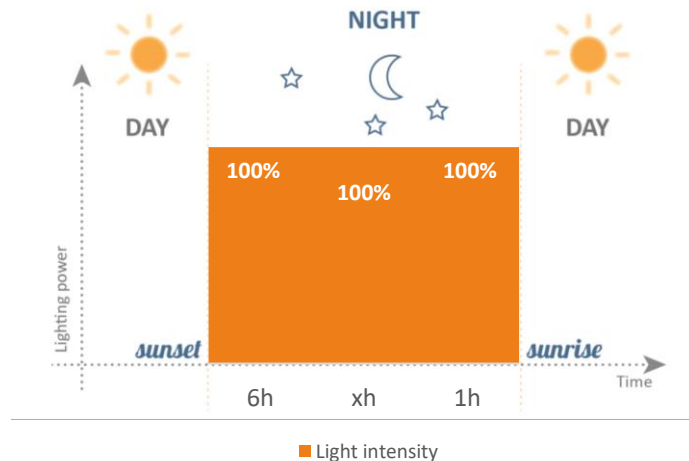


PHOTOVOLTAIC MODULE		
PV panel power rating	NA	
PV panel tilt angle	NA	
POWER 365: SMART STORAGE AND MANAGEMENT		
Battery capacity	NA	
LED LIGHT UNIT		
Lighting power	20 W nominal	
LED light unit specification	2700K	
POLE & CROSSPIECE		
Pole height	14'	
Protective treatment	Powder Coated T6 Aluminum	

**POWER 365**  
Ultimate Solar Lighting Performance at Handoff



Chosen lighting profile for your project



# PHOTOMETRIC STUDY

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*\*Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.*

*\*\*These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.*

# 760 N Washington Ave



## Lighting Plan

Project Number: G5276

By: Shaunak Pillai  
shaunak.pillai@fonroche.us  
Date: 7/26/2021

220 Reservoir Street, Suite 19  
Needham, MA 02494  
Phone Number: (339) 225 4530  
www.fonrochesolarlighting.com

### Luminaire Schedule

Symbol	Qty	Label	Description	LLF
—□	1	rfs-15w12led27k-g2-r2m	RFS-15W12LED2_7K-G2-R2M	1.000

### Luminaire Location Summary

SeqNo	Label	X	Y	Z	Orient	Tilt
1	rfs-15w12led27k-g2-r2m	30.7	63.8	15.25	180	0

# 760 N Washington Ave



## Lighting Plan

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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Curb	Illuminance	Fc	0.91	1.87	0.30	3.03	6.23

# 760 N Washington Ave



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 Needham, MA 02494  
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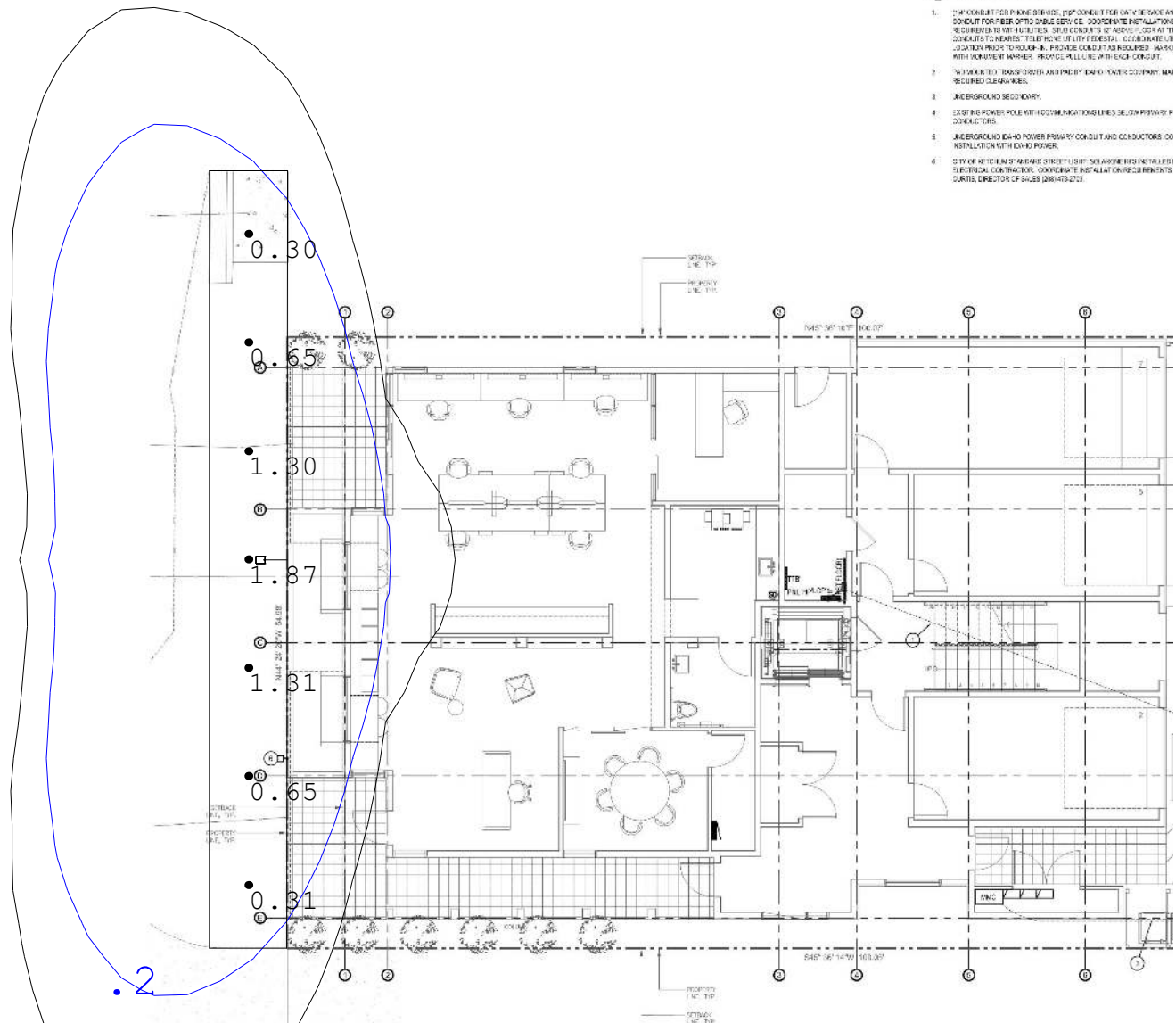
## Lighting Plan

Project Number: G5276

By: Shaunak Pillai  
 shaunak.pillai@fonroche.us  
 Date: 7/26/2021

### KEYED NOTES:

1. THE CONSULT FOR PHONE SERVICES. USE CONDUIT FOR DATA SERVICE AND CONDUIT FOR FIBER OPTIC CABLE SERVICE. COORDINATE INSTALLATION REQUIREMENTS WITH UTILITIES. SHALL CONDUCT A SURVEY OF ALL UTILITIES TO DETERMINE THE LOCATION OF ALL UTILITIES. COORDINATE WITH UTILITIES TO DETERMINE THE LOCATION OF ALL UTILITIES. PROVIDE CONDUIT AS REQUIRED. MARK WITH NON-TOXIC MARKER. PROVIDE PULL LURE WITH EACH CONDUIT.
2. ALL MARKED, BARRIERS AND PAVEMENT MARKS SHALL BE MAINTAINED AND SECURED CLEARANCES.
3. UNDERGROUND SECONDARY.
4. EXISTING POWER POLE WITH COMMUNICATIONS LINES BELOW PRIMARY CONDUCTORS.
5. UNDERGROUND 60-90 POWER PRIMARY CONDUIT AND CONDUCTORS. DO NOT INSTALL WITH 60-90 POWER.
6. CITY OF NEEDHAMSTOWN STREET LIGHTING AND SIGNALS INSTALLER ELECTRICAL CONTRACTOR. COORDINATE INSTALLATION REQUIREMENTS SURVEY DIRECTOR OF SALES (200-470-2702).



1 ELECTRICAL SITE PLAN  
 E1.0 SCALE: 1" = 5'



# 760 N Washington Ave

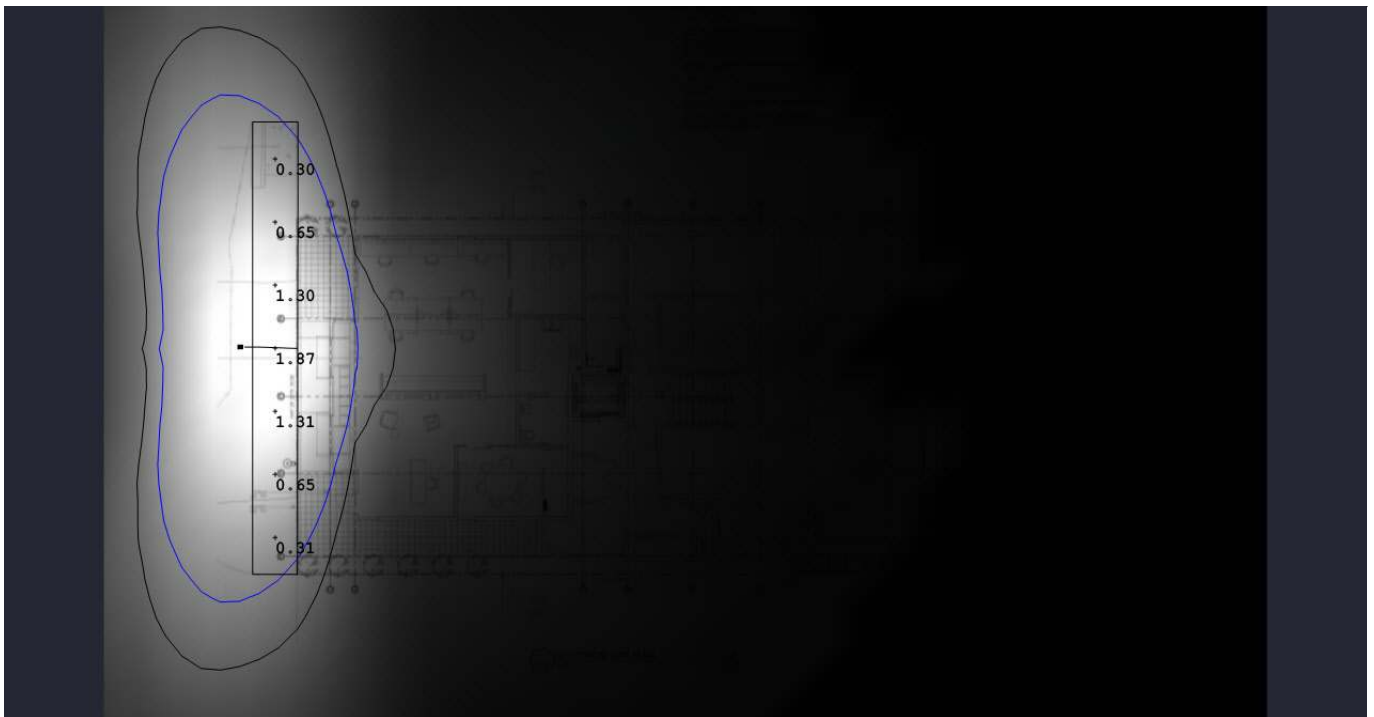


## Lighting Plan

Project Number: G5276

By: Shaunak Pillai  
shaunak.pillai@fonroche.us  
Date: 7/26/2021

220 Reservoir Street, Suite 19  
Needham, MA 02494  
Phone Number: (339) 225 4530  
www.fonrochesolarlighting.com



3D Rendering

# 760 N Washington Ave

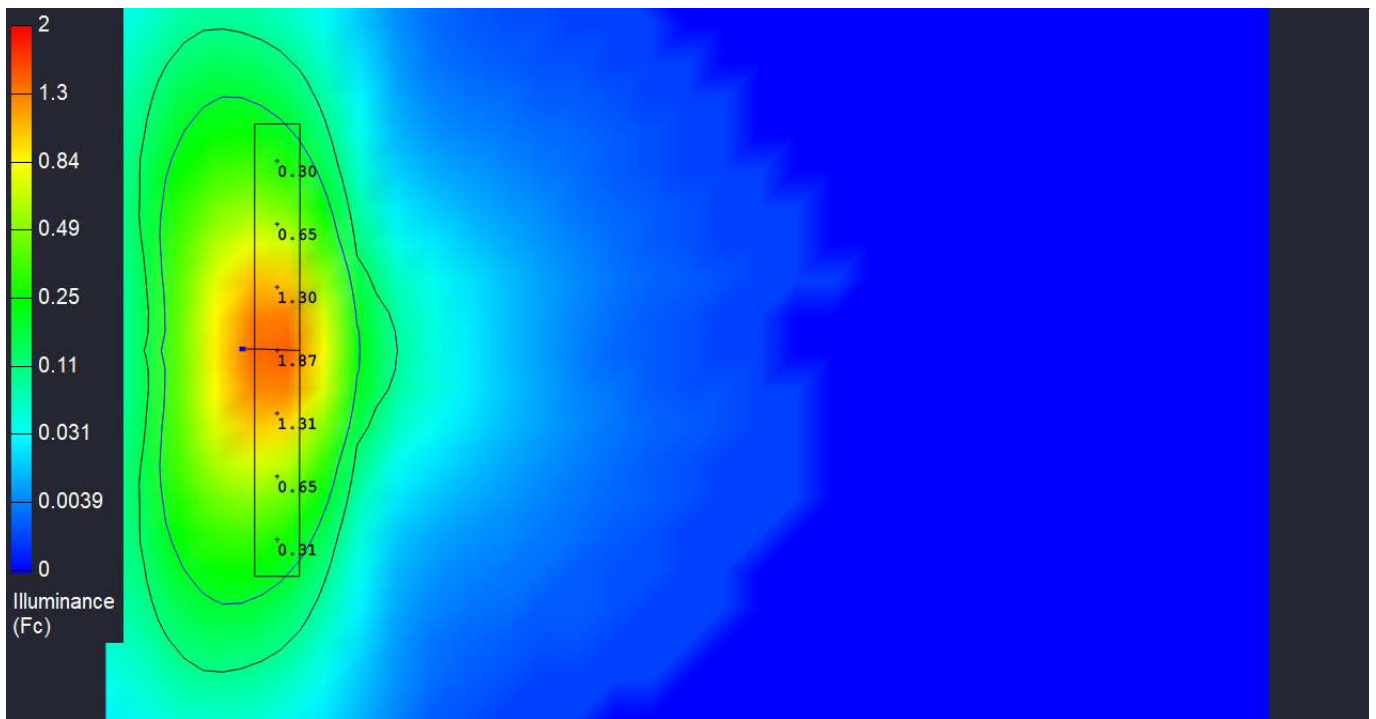


## Lighting Plan

Project Number: G5276

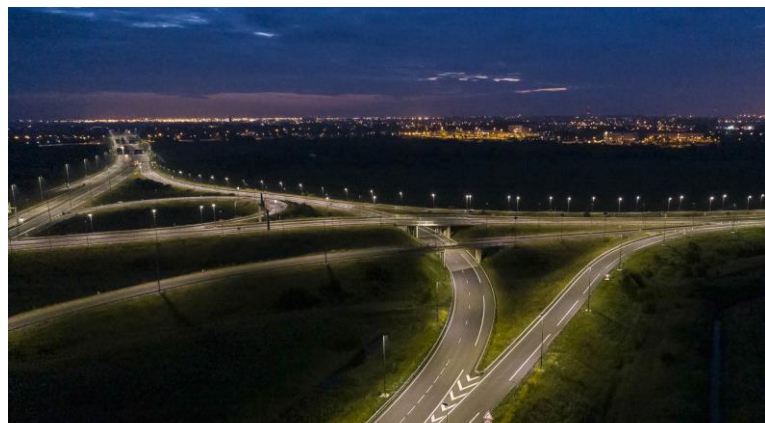
By: Shaunak Pillai  
shaunak.pillai@fonroche.us  
Date: 7/26/2021

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Needham, MA 02494  
Phone Number: (339) 225 4530  
www.fonrochesolarlighting.com



False Color Rendering

# A few examples





## Solar lighting

Your commitment to sustainability

### Contact us

**Dale Curtis**

*Director of Sales*

**M: (208) 484-8993**

**E: dale.curtis@Fonroche.US**

FIND OUT MORE AT

**[www.FonrocheSolarLighting.com](http://www.FonrocheSolarLighting.com)**

FONROCHE LIGHTING AMERICA | 220 Reservoir St. #19  
Needham, MA 02494 | USA  
**Telephone : 339-225-4530**

# Preliminary Plat: Applications and Supplemental Materials



City of Ketchum  
Planning & Building

**CERTIFIED COMPLETE**  
9-29-21

**Preliminary Plat  
Subdivision Application**

OFFICIAL USE ONLY	
Application No:	P21-044
Date Received:	5-7-21
By:	mf
Fee Paid:	2625.00
Approved Date:	
By:	

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Lofts at 760 Washington Avenue			
Owner of Record: SV Ventures, LLC			
Address of Owner: PO Box 5023, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Ketchum Lot 6 Block 13			
Street Address: 760 N Washington Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5 Residential Condominium Units			
Total Land Area: +/- 5,501 sf (0.13 acres)			
Current Zoning District: Community Core (CC) Mixed Use Subdistrict			
Proposed Zoning District: N/A			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: <b>Existing Idaho Power and Centurylink Easements as shown.</b>			
Briefly describe the improvements to be installed prior to final plat approval: <b>Certificate of Occupancy per 16.04.070C1a</b>			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

Applicant Signature \_\_\_\_\_ Date 5/3/21

File Number: 20393295

### Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner	Beth Landes
ali@sunvalleytitle.com	beth.landes@sunvalleytitle.com
(208)726-9341	

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

### Agents / Brokers and Transaction Coordinators

Reid Sanborn  
Engel & Volkers Sun Valley  
reid.sanborn@evusa.com  
(208)720-8244

Jessica Blake  
jessica.blake@evusa.com

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Theresa Curnow  
theresa.curnow@engelvoelkers.com



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Handwritten initials 'WK' above a signature line.

An authorized signature



Title Resources Guaranty Company

By:
President/CEO

Secretary

Handwritten signature of Michael Gayden over a line.





## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

**Privacy Policy Notice**

Rev. 10-23-2017

<b>FACTS</b>	<b>WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	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 Sun Valley Title chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Sun Valley Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don’t share
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates’ everyday business purposes- information about your creditworthiness</b>	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share
<b>Questions?</b>	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>	

<b>Page 2</b>	
<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley Title protect my personal information?</b>	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.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

**For our California Customers**

Please see our notice about the California Consumer Protection Act located at <http://www.sunvalleytitle.com/Legal/Privacy>

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
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How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> 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 <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>



COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 20393295

SCHEDULE A

1. Commitment Date: December 2, 2020 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$950,000.00
Proposed Insured:		Premium:	\$2,932.00
Galena Peak Partners, LLC			

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

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Andrew Joseph Castellano, Trustee of the Andrew Joseph Castellano Trust dated September 28, 1999

5. The Land described as follows:

See Attached Schedule C

Title Resources Guaranty Company

TitleOne Corporation dba Sun Valley Title

By:


Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary



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

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

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
760 N Washington Ave, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for Galena Peak Partners, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.  
Parcel Number: RPK00000130060  
Original Amount: \$3,273.44
9. Taxes, including any assessments collected therewith, for the year 2020 which are due and payable, but not delinquent.  
Parcel Number: RPK00000130060  
Original Amount: \$3,114.96  
Without homeowner's exemption
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 2, 1889 in Book 1 of Patents, at Page [389](#).
13. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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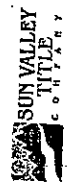
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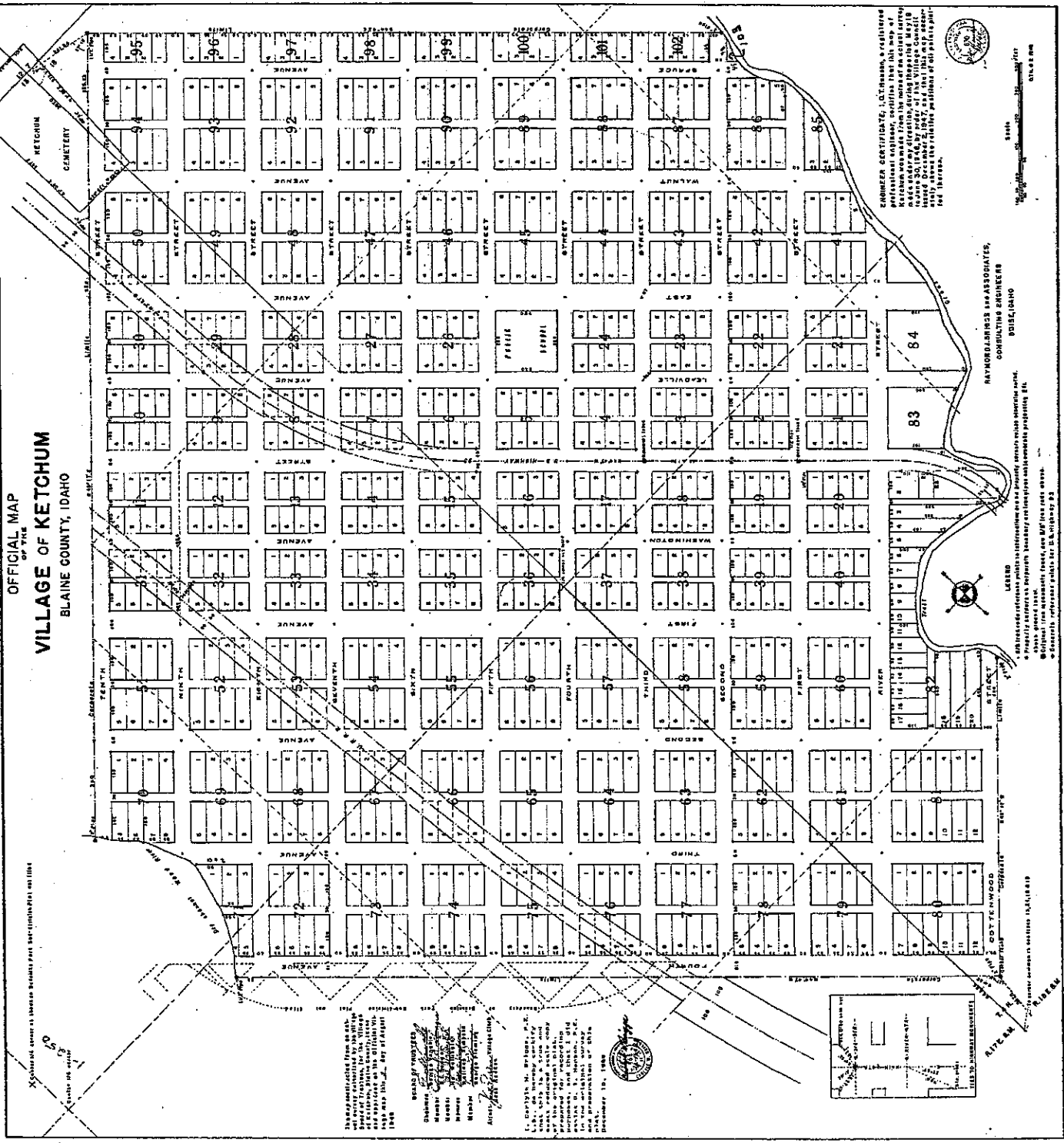


302967

STATE OF IDAHO  
 COUNTY OF BLAINE  
 City of Ketchum  
 AT 4-03-89  
 RECORD BOOK 13  
 BY *L. D. Duggan*  
 FEES \$ 1100



THIS MAP IS A PROFESSIONAL REPRODUCTION OF  
 THAT ON FILE IN THE PUBLIC RECORDS OFFICE,  
 BLAINE COUNTY, IDAHO, WITH ANOTHER  
 ON RE-SUBMIT.



**OFFICIAL MAP**  
**OF THE**  
**VILLAGE OF KETCHUM**  
**BLAINE COUNTY, IDAHO**

ENGINEER CERTIFICATE: L. C. CRAMER, a registered professional engineer, certifies that this map of the Village of Ketchum, Blaine County, Idaho, is a correct and true representation of the village as it exists on the date of the filing of this map, and that he has not been furnished with any information which would cause him to believe that the same is incorrect or incomplete. L. C. CRAMER, Registered Professional Engineer, No. 12345, State of Idaho, expires 12/31/88.



REPRODUCED BY ASSOCIATES,  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

LEGEND  
 Shaded areas indicate portions of the village which are presently under construction.  
 A Property Interest Boundary Boundary and lines from the same are shown in black.  
 Original, from a recent survey, are shown in red ink.  
 Survey reference points are shown in black.



Parcel Number

**RPK00000130060**

Property Year

**2020**

Legal Description

KETCHUM  
LOT 6 BLK 13  
5500SF

Base Code Area 003-001

Incr Code Area 003-014

Project Name  
KETCHUM 003-001

Property Address

760 N WASHINGTON AVE  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
CASTELLANO ANDREW JOSEPH TRUST	OWNER	TRUSTEE1	0.00%	
ANDREW JOSEPH CASTELLANO TRUST	OWNER	TRUST	100.00%	

Mailing Address  
PO BOX 1180  
KETCHUM ID 83340

Land Group  
KETCHUM TOWNSITE  
Township 4N Range 17E Section 13  
Location Code ERES  
Parcel Type  
Zoning

Associated Parcels  
PP1P00000T3060

Building Permits  
None

Reappraisal Year 2016  
Inspection Date 04/13/2018  
Appraiser Initials TLR

Name(s) shortened for printing. Type & percent are from data conversion. Refer to actual instrument(s).

Parcel Exemption: None

CB: No NC: No

Tax Certification District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
649431	01/22/2018	Ownership	2018		
648932	12/22/2017	Ownership	2017		
641814	02/28/2017	Ownership	2017		
639470	11/04/2016	Ownership	2016		

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
21	LAND			PRIMARY	NO	E	0.126	\$ 448,910	\$ 0	\$ 448,910	\$ 90,750	\$ 358,160
42	COMM	1		PRIMARY	NO	E		\$ 84,027	\$ --	\$ 84,027	\$ 0	\$ 84,027
<b>TOTALS:</b>							<b>0.126</b>	<b>\$ 532,937</b>	<b>\$ 0 --</b>	<b>\$ 532,937</b>	<b>\$ 90,750</b>	<b>\$ 442,187</b>

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 MASTER INQUIRY**

PARCEL NUMBER

**RPK00000130060**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 6 BLK 13

5500SF

PRIMARY PROPERTY ADDRESS

760 N WASHINGTON AVE

KETCHUM ID 83340

CASTELLANO ANDREW JOSEPH TRUSTEE  
ANDREW JOSEPH CASTELLANO TRUST DATED 8/28/1999  
PO BOX 1180  
KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 11/30/2020
<b>\$ 3,114.96</b>	BALANCE AS OF 11/30/2020 10:19 am
TOTAL	

Tax Year Assessment Roll

Bill Number: 333740

2020	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR		
<b>TAX / CERTIFICATION</b>						
Charges	\$	1,557.48	\$	1,557.48	\$	3,114.96
Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>LATE CHARGE</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>FEES</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>INTEREST</b>						
Charges/Adjustments	\$	0	\$	0	\$	0
Payments	\$	0	\$	0	\$	0
<b>AMOUNT DUE</b>	<b>\$</b>	<b>1,557.48</b>	<b>\$</b>	<b>1,557.48</b>	<b>\$</b>	<b>3,114.96</b>

VALUATION	
TAXABLE VALUE:	\$ 532,937

CHARGES		
Tax Code Area:	003-001	Levy: 0.005844856
Tax Charge:	\$	3,114.96
Certifications:	\$	0
<b>TOTAL CHARGES:</b>	<b>\$</b>	<b>3,114.96</b>

The amount due shown here is as of 10:19 am on November 30, 2020, with interest calculated to November 30, 2020.

CASTELLANO ANDREW JOSEPH TRUSTEE

PO BOX 1180  
KETCHUM ID 83340-0000

Bank Code

Details

Possible  
Deferred Tax

**Pre Paid \$**

SubRoll

Code Area

003001

Districts

Values

Property Description

Interest Date

11/30/202



Calculate



History  
Print

Total Due

3,114.96

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2020	3114.96	1557.48	1557.48	3114.96	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	3273.44	-3273.44	0.00	0.00	0.00
2018	0.00	0.00	0.00	3159.02	-3159.02	0.00	0.00	0.00
2017	0.00	0.00	0.00	2580.60	-2580.60	0.00	0.00	0.00
2016	0.00	0.00	0.00	1934.64	-1934.64	0.00	0.00	0.00
2015	0.00	0.00	0.00	2172.86	-2172.86	0.00	0.00	0.00
2014	0.00	0.00	0.00	2205.02	-2205.02	0.00	0.00	0.00
2013	0.00	0.00	0.00	2049.94	-2049.94	0.00	0.00	0.00
2012	0.00	0.00	0.00	2721.24	-2721.24	0.00	0.00	0.00

Public Pre-Paid | Tax Summary




PrePaid Details

Year	Transaction Date	Prepaid Amount	Packet #	Payment Status	Reversed Amount	Reversed Date	Reversed #	Paye Intent

**Instrument # 680742**

HAILEY, BLAINE, IDAHO  
03-25-2021 9:41:46 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

**Sun Valley Title**

 A TitleOne Company

Order Number: 20393295

**Warranty Deed**

For value received,

**Andrew Joseph Castellano, Trustee of The Andrew Joseph Castellano Trust dated September 28, 1999**

the grantor, does hereby grant, bargain, sell, and convey unto

**SV Ventures, LLC, an Idaho limited liability company**

whose current address is 100 Sun Valley Rd Suite 1497 Sun Valley, ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 6, Block 13 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: March 21, 2021

The Andrew Joseph Castellano Trust dated September 28, 1999

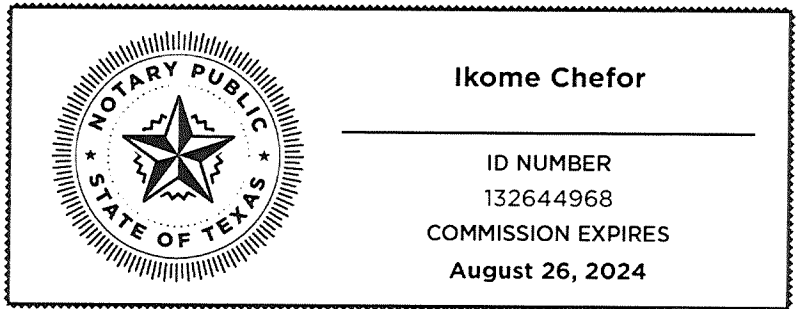
Andrew Joseph Castellano  
By: Andrew Joseph Castellano, Trustee

State of Texas, County of Harris, ss.

On this 24th day of March in the year of 2021, before me, the undersigned, a notary public in and for said state personally appeared Andrew Joseph Castellano, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of The Andrew Joseph Castellano Trust and acknowledged to me that he/she executed the same as trustee.



Notary Public  
Residing In: Houston, TX  
My Commission Expires: 08/26/2024  
(seal)



Notarized online using audio-video communication



**ARTICLES OF INCORPORATION  
OF  
THE IDA BUILDING OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The IDA Building Owners Association, Inc. (“**Articles**”):

**ARTICLE I  
NAME**

The name of the corporation is The IDA Building Owners Association, Inc. (the “**Association**”).

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The IDA Building, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among

themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

## ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Garrison Belles	100 Sun Valley Rd. #1497 Ketchum, ID 83340
Jon Gilmour	PO Box 5973 Ketchum, Idaho 83340

## ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX  
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Reid Sanborn, Incorporator

**BYLAWS**  
**OF**  
**THE IDA BUILDING OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for The IDA Building, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

**ARTICLE 1 - MEMBERS**

Section 1.1 Membership and Voting. **Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association's receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert's Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association's secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who

would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

## ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.6 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not

present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.7 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.10 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.11 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.12 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the

director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

### ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction,



and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

#### ARTICLE 4 - ASSESSMENTS PROCEDURES

The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

#### ARTICLE 5 - INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4(c).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of

the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

#### ARTICLE 6 - ASSOCIATION RECORDS

The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

#### ARTICLE 7 - CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

#### ARTICLE 8 - AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

*[Remainder of page intentionally left blank; adoption on the following page.]*

**CONSENT OF DIRECTORS OF THE  
THE IDA BUILDINGOWNERS ASSOCIATION, INC.  
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the The IDA BuildingOwners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the The IDA Building Owners Association, Inc. in Lieu of Meeting is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**DIRECTORS:**

\_\_\_\_\_  
Reid Sanborn

\_\_\_\_\_  
Jon Gilmour

\_\_\_\_\_  
Garrison Belles

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of The IDA Building Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of The IDA Building Owners Association, Inc. in Lieu of Meeting**,” dated effective the \_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Gilmour, Secretary

**CONDOMINIUM DECLARATION  
FOR  
THE IDA BULIDING**

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**EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Residences at Seven Eighty 1st Ave
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

# CONDOMINIUM DECLARATION

FOR

## THE IDA BULIDING

THIS CONDOMINIUM DECLARATION FOR THE IDA BUILDING (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by SV Ventures LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

### SECTION 1 RECITALS

**1.1 Property Covered.** Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Residential Use.** Grantor intends to develop the Property with a residential condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

### SECTION 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit

of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

### SECTION 3 ADDITIONAL DEFINITIONS

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means The Residences at Seven Eighty Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

“**Association Rules**” means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Carport**” means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership

interest in the Common Area), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

“**Condominium Documents**” means this Declaration, the Plat, the Articles, the Bylaws, the Associate Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

“**Deck**” means each of decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

“**Garage**” means each of garages 101, 201, and 301 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), to the exclusion of all others.

“**Limited Assessment**” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“**Limited Common Area**” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

“**Management Agreement**” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“**Management Company**” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

“**Mortgage**” means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

“**Mortgagee**” means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

“**Occupant**” means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

“**Owner**” means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

“**Person**” means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

“**Regular Assessment**” means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

“**Special Assessment**” means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

“**Storage Area**” means each of storage areas 101, 201, 202, and 301 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), to the exclusion of all others.

“**Tenant**” shall mean any Person leasing all or any part of a Condominium from any Owner.

“**Unit**” means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A)

bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

## **SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

**4.2 Title.** Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

**4.3 No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

**4.4 Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a such Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible

Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

## **SECTION 5 EASEMENTS**

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or



licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

**5.5 Grantor's Right Incident to Construction.** Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit City.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying

any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

**5.10 Easements Deemed Created.** All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

## **SECTION 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit \_\_\_ as shown on the final plat of The IDA Building, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_, Book \_\_\_ of Plats at Pages \_\_\_ through \_\_\_ (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The IDA Building recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2021, as Instrument No. \_\_\_\_\_ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## **SECTION 7 USE OF CONDOMINIUMS**

**7.1 Single-Family Residential.** The Residential Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation conducted in a Unit by an Occupant thereof, provided that the home office or studio

located thereon does not exceed four hundred (400) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other Home Occupations only upon a written approval signed by all Owners, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

**7.1.1 Commercial.** The Commercial Unit on the ground floor shall be used exclusively for commercial purposes and other uses incidental thereto as permitted by Applicable Law.

**7.2 Leasing.** Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

**7.3 Obstructions of Common Area.** Except to the extent installed or placed by Grantor or the Association, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

**7.4 Maintenance of Interiors and Limited Common Area.** Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the

Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Decks). If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an “**Owner Maintenance Manual**”), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

## **7.5 Prohibition of Damage and Certain Activities.**

7.5.1 No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner’s Tenants, Occupants, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner’s Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board’s approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

**7.6 No Hazardous Activities.** No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

**7.7 Over the Air Reception Devices.** All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a "Common Antenna"). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.8 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.9 Signs.** No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. The commercial unit will be allowed commercial signage for the occupying business in accordance with applicable city code and ordinances. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

**7.10 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliques, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.11 Water Beds.** No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.12 Appliances.** No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the

installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.13 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

**7.14 Sewer System Restrictions.** No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

**7.15 Deck Restrictions.** Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

**7.16 Garage Restrictions.** Garages shall be used only for the storage of operable vehicles that fit therein when the Garage door is closed, and for the storage of non-combustible and otherwise non-hazardous material that fit therein when the Garage door is closed. Doors to the Garages shall remain closed at all times except when depositing or retrieving items therefrom.

**7.17 Carports Restrictions.** Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

**7.18 Storage Area Restrictions.** Storage Areas shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Areas shall remain closed at all times except when depositing or retrieving items therefrom.

**7.19 No Smoking.** The Project is hereby designated as “smoke free,” and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as “Permitted Smoking Areas,” in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.20 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner’s personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. “**Household Pets**” means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An “excessively noisy” Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who



are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.22 Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## **SECTION 8 THE IDA BULIDING OWNERS ASSOCIATION**

**8.1 Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** "Member" means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be

appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

8.3 Member Meetings. The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

8.4 Proxies. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

8.5 Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

**8.6 Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project,

including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a

particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.22.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.8 Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.9 Immunity and Indemnification.** Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall

indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

**8.10 Waiver of Consequential Damages.** Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## **SECTION 9 ASSESSMENTS**

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

### **9.3 Regular Assessments.**

**9.3.1 Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and



improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

9.4 Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

9.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into

compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1<sup>st</sup> of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

## **SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such

Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**10.6 Grantor Exemption.** Grantor is exempt from Assessments as set forth in Section 18.4.

## **SECTION 11 RIGHTS TO COMMON AREAS**

**11.1 Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use**. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages**. To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## **SECTION 12 MECHANIC'S LIEN RIGHTS**

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

## SECTION 13 INSURANCE

**13.1 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

**13.2 Form**. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Building.

**13.3 Insurance Proceeds**. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

**13.4 Owner's Own Insurance**. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less

than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

**13.5 Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

## **SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION**

**14.1 Affects Title** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

**14.3 General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction.** As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

**14.6 Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.



## SECTION 15 CONDEMNATION

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

**15.2 Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**,” shall be payable to the Association.

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

15.4.2 Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner’s apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this

Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

## **SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

**16.1 Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

## **SECTION 17 RESOLUTION OF DISPUTES**

**17.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

**17.2 Exemptions.** None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any

Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing

party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## **SECTION 18 INITIAL DEVELOPMENT PERIOD**

**18.1 Project Management**. Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

**18.2 Grantor Exemptions**. Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

**18.3 Water Rights Appurtenant to Project.** Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

**18.4 Grantor's Exemption from Assessments.** If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

**18.5 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## **SECTION 19 TERM**

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

## **SECTION 20 MISCELLANEOUS**

### **20.1 Amendment.**

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting

forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.1.3 Mortgagee Protection. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**20.2 Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

**20.3 Enforcement and Non-Waiver.**

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the

ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

**20.4 Registration of Mailing Address**. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

**20.5 Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.



20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

**20.6 Owner’s Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**20.7 Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

**20.8 Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

**GRANTOR:**

SV Ventures LLC,  
an Idaho limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, as [manager/member] of SV Ventures LLC.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

The undersigned, holder of a recorded security interest in the Property, hereby consents to the recordation of the Plat and this Declaration.

\_\_\_\_\_ **Bank,**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_  
\_\_\_\_\_, as [capacity] of [Bank Name].

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

**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Plat of The IDA Building**

**EXHIBIT C**

**Articles of Incorporation**

**EXHIBIT D**

**Proportionate Interest in Common Area**

<b><u>Unit #</u></b>	<b><u>S.F.</u></b>	<b><u>% Ownership in Common Area</u></b>
Unit 101		%
Unit 201		%
Unit 202		%
Unit 301		%
<b>Total</b>		<b>100.00%</b>

**Attachment D:  
Draft Findings of Fact,  
Conclusions of Law, and  
Decision – Design Review**





City of Ketchum  
Planning & Building

IN RE:	)	
	)	
760 N Washington Mixed Use	)	<b>KETCHUM PLANNING AND ZONING COMMISSION</b>
Design Review	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: October 26, 2021	)	<b>DECISION</b>
	)	
File Number: P21-077	)	

**PROJECT:** 760 N Washington Mixed Use

**APPLICATION TYPE:** Design Review

**FILE NUMBER:** P21-077

**ASSOCIATED APPLICATIONS:** Condominium Subdivision Preliminary Plat (P21-044)

**REPRESENTATIVE:** Daniel Hollis, Hollis Partners Architects (Architect)

**OWNER:** SV Ventures, LLC

**LOCATION:** 760 N Washington Ave – Lot 6 Block 13, Ketchum Townsite

**ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Preapplication Design Review of the project on September 23, 2021. The application was deemed complete on September 29, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 8, 2021.

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 October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on October 6, 2021. A notice was posted on the project site on October 19, 2021.

The Planning and Zoning Commission (the “Commission”) considered the 760 N Washington Mixed-Use Design Review (Application No. P21-077) and the Condominium Subdivision Preliminary Plat (Application No. P21-044) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 760 N Washington Mixed-Use Design Review and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

**BACKGROUND**

The Applicant is proposing an 11,319 square foot three-story mixed-use development (the “project”), located at 760 N Washington Avenue (the “subject property”). The subject property is a mid-block interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) with a one-story cabin on site. The existing building was built in 1940. The building is not on the Historic Buildings/Site List being reviewed by the Historic Preservation Commission and has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.

Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As proposed, the project proposes to demolish the existing structure and build a three-story mixed-use building with ground floor commercial, two residential dwelling units on the second floor, and one residential dwelling unit on the third floor. Two of the dwelling units are less than 2,000 square feet, the remaining unit is more than 2,000 square feet. A total of seven parking spaces are required for the project, six standard parking spaces and one ADA parking space. The project proposes a total of six off-street parking spaces.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

**FINDINGS OF FACT**

The Commission, 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:

**FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS**

<b>17.12.020 – District Use Matrix</b>	<b>Conformance</b>
<i>Zone District: Community Core Subdistrict 2 – Mixed-Use (CC-2)</i>	YES
<p><b>Finding:</b> The multi-story mixed-use building includes one commercial unit on the first floor and three residential multi-family units on the second and third floors. The commercial unit is proposed to be office space for an interior design firm. <u>KMC 17.12.020</u> outlines permissible uses in the CC-2 zone district. “Dwelling - Multi-family”, “Office,business” and</p>	

“Office,contractor related business” are all listed as permitted uses in the CC-2 zone district.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Size</i>	YES
<p><b>Finding:</b>  <u>Required:</u> Minimum lot size of 5,500 square feet required in the CC-2 zone district</p> <p><u>Proposed:</u> The subject property is 5,501 square feet.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Lot Width</i>	YES
<p><b>Finding:</b>  <u>Required:</u> Minimum lot width of an average of 55 feet is required in the CC-2 zone district.</p> <p><u>Proposed:</u> The subject property is 55 feet wide as shown on the survey included in the project plans.</p>	

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Minimum Building Setbacks</i>	YES
<p><b>Finding:</b>  <u>Required:</u>            Front (N Washington Ave/west): 5 feet average            Side (Interior Lot Line/north): 0 feet            Side (Interior Lot Line/south): 0 feet            Rear (Alley/east): 3 feet</p> <p>Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof must be set back 10 feet from all building facades.</p> <p>Cantilevered decks and overhangs are permitted a 0-foot setback on all sides.</p> <p><u>Proposed:</u>            Front (N Washington Ave/west): 5 feet with an additional 3+ feet on the north and south corners of the building.            Side (Interior Lot Line/north): 0 feet with portions set back 2.5 feet            Side (Interior Lot Line/south): 0 feet with portions set back between 2.5-8 feet            Rear (Alley/east): 3 feet</p> <p>Setback of non-habitable structures: Sheets A3.1 and A3.2 of the project plans show elevations of screening proposed for rooftop mechanical equipment. Sheet A2.7 shows the</p>	

location of the perforated metal screens proposed, set back more than 10 feet from the building façade.

Cantilevered Decks/Overhangs: Second and third floor cantilevered decks are proposed in the front and rear of the building. All decks are proposed with a 0-foot setback from the front and rear property lines. This is permitted per KMC 17.12.040.

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
<p><b>Finding:</b>  <u>Permitted:</u> 42 feet in the CC-2 zone district</p> <p>Definition - Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).</p> <p>Cantilevered Decks and Overhangs: 8 feet above grade and/or walking surface.</p> <p>Non-habitable Structures Located on Building Rooftops: maximum of 10 feet</p> <p>Perimeter walls enclosing roof top deck or structures: 4 feet above roof surface height.            Perimeter roof top walls are required to be at least 75% transparent</p> <p>Roof top solar and mechanical equipment above roof surface: maximum of 5 feet</p> <p><u>Proposed:</u>            The subject property is mostly flat with only one foot of topographic relief across the site. As shown on Sheets A3.1 and A3.2 of the project plans, the proposed height of the project to the proposed grade is 37 feet 7 inches. When measured to the existing grade, per the definition of building height, the total building height is 38 feet 5 inches, below the maximum height limit of 42 feet.</p>	

The project includes cantilevered decks on the second and third floors of the project. As shown on Sheets A3.1 and A3.2, all cantilevered decks are more than 8 feet above grade or walking surface.

The project includes roof top mechanical equipment and an elevator shaft. As shown on Sheets A3.1 and A3.2, the equipment does not exceed 3 feet in height and is screened with a 3-foot-high perforated metal screen.

The project does not propose any enclosed rooftop deck or structures.

17.124.040 – Floor Area Ratios and Community Housing	Conformance
<i>An increased FAR may be permitted subject to design review approval, and provided, that all conditions in KMC 17.124.040.B.2 are met.</i>	YES Condition #1
<p><b>Finding:</b>            Permitted FAR: 1.0            Permitted FAR with Community Housing: 2.25</p> <p>Proposed:            Gross Square Footage – 11,319 SF (Per Sheet A0.0 of the project plans)            Total Lot Area – 5,501 SF            FAR – 2.06</p> <p>Community Housing Mitigation Calculation:            Permitted Gross Square Feet (1.0 FAR): 5,501 SF            Proposed Gross Square Feet: 11,319 SF            Increase Above Permitted FAR: 5,818 SF            20% of Increase: 1,164 SF            Net Livable (15% Reduction): 989 SF</p> <p>The applicant proposes to contribute a cash-in-lieu for the 989 SF of community housing. The required payment-in-lieu is \$238 per square foot for a total of \$235,382.</p>	

17.125.030 – Off Street Parking and Loading	Conformance
<i>Per KMC 17.125.020 all new development must comply with the off street vehicle parking requirements of the chapter.</i>	YES
<p><b>Finding:</b>  <u>Required per KMC 17.125.030:</u></p> <ul style="list-style-type: none"> <li>- Parking space dimensions of 9x18 feet</li> <li>- Unobstructed access to and from streets</li> <li>- Located in the rear of a building or lot</li> <li>- Lighting and Screening</li> <li>- Requirements for alleys</li> </ul>	

Proposed: As shown on Sheet A1.1 of the project plans, all surface parking spaces meet the minimum 9x18 feet dimensional requirements with 9x21 feet parking spaces. Each parking space is accessed directly from the alley at the rear of the building and lot. Garage spaces adjacent to surface spaces are deeded to the same residential unit so there are no conflicts on accessing parking for individual units. The surface parking area is screened by a perforated metal screen on each side and lit by overhead lighting. Surface parking spaces do not encroach into the alley and are paved with asphalt.

<b>17.125.040 – Off Street Parking and Loading Calculations</b> <b>17.125.050 – Community Core District Off Street Parking and Loading Calculations</b>	<b>Conformance</b>
<i>Minimum amount of parking spaces required per use.</i>	<b>YES</b>
<p><b>Finding:</b>  <u>Required:</u>            For residential multi-family dwelling units in the Community Core:            Units 750 square feet or less – 0 spaces            Units 751 SF to 2,000 SF – minimum of 1 space            Units 2,001 SF and above – minimum of 2 spaces</p> <p>For nonresidential (commercial) use in the Community Core:            1 parking space per 1,000 gross square feet – exemptions apply for community house, food service, and a portion of space for retail and assembly uses. Where off street parking requirements total more than four spaces, four on street parking spaces per 5,500 square feet of lot area may be credited toward the required parking demand for non-residential uses after the required four space minimum on site is satisfied (KMC 17.125.050.D).</p> <p>The project proposes a total of one 1,526 square foot commercial unit, two residential units less than 2,000 square feet, and one residential unit more than 2,001 square feet. Based on the project scope, the total required parking for the project is six (6) spaces.</p> <p><u>Proposed:</u>            As shown on Sheet A2.1 of the project plans, the project proposes three standard surface parking spaces, one accessible space, and two garage spaces. Per the Preliminary Plat submittal, the project is proposed to be subdivided into a condominium in such a way that each dwelling unit will have one or two parking spaces per the requirements of the KMC. The commercial unit on the ground floor requires two parking spaces. Since the project is providing the minimum of four required parking spaces on-site, and the lot is 5,500 square feet, the two required parking spaces for the commercial unit are satisfied with on-street parking adjacent to the subject property. As shown on Sheet C1.0 of the project plans, three parallel parking spaces will be formalized as part of right-of-way improvements.</p>	

<b>17.125.060 – Bicycle Parking</b>	<b>Conformance</b>
<i>Requirements</i>	YES Condition #2
<p><b>Finding:</b>  <u>Required:</u> 1 bicycle rack, accommodating at least two bicycles, for every four parking spaces required.</p> <p><u>Proposed:</u> The project plans show only one bicycle rack, however, two are required as the total number of parking spaces required is six. Per condition of approval #2, the project plans shall be revised prior to building permit application to address the deficiency.</p>	

<b>17.127 – Signage</b>	<b>Conformance</b>
<i>Master Signage Plan for New Construction</i>	YES
<p><b>Finding:</b> The master signage plan for the project is shown on the elevations on Sheets A3.1-A3.2. The project proposes one address marker for the building and one 2.5 X 4-foot sign for the commercial unit on the ground floor, in the center of the façade.</p>	

<b>17.132 – Dark Skies</b>	<b>Conformance</b>
	YES
<p><b>Finding:</b> As shown on Sheets E1.0-1.3, the photometric analysis of the project shows zero light trespass across the subject property’s boundaries. Additionally, the proposed light fixtures all meet the city’s requirement of a maximum of 2700 K light temperature. One streetlight is required for the project. Per the photometric study provided by the street light vendor, illumination of the sidewalk meets the city’s requirement for maximum and average foot candles.</p>	

**FINDINGS REGARDING DESIGN REVIEW STANDARDS**

<b>17.96.060.A.1 - Streets</b>	<b>Conformance</b>
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES
<p><b>Finding:</b> The project is adjacent to N Washington Ave and the alley between N Washington Avenue and Warm Springs Rd. The project proposes to expand the asphalt, provide curb and gutter, and sidewalks within the right-of-way of N Washington Ave adjacent to the subject property. The project also proposes to replace the existing asphalt in the alley, for the full width of alley adjacent to the subject property. The project proposes walkways from the sidewalk in the right-of-way to the commercial unit on the ground floor and to a common entrance for the residential units. All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES Condition #3
<p><b>Finding:</b> No new streets are proposed for the project, however, all improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #3.</p>	

17.96.060.B.1 - Sidewalks	Conformance
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	YES
<p><b>Finding:</b> KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-2 zone district, sidewalks are required and proposed.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<i>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.</i>	YES Condition #3
<p><b>Finding:</b> The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards for width and construction are met. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #3.</p>	

17.96.060.B.3 - Sidewalks	Conformance
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> <li><i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i></li> <li><i>b) 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.</i></li> </ul>	N/A
<p><b>Finding:</b> The applicant has not requested, nor has the City Engineer granted a waiver to the sidewalk requirement for the project.</p>	



17.96.060.B.4 - Sidewalks	Conformance
<i>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.</i>	YES
<b>Finding:</b> As shown on Sheet C1.0 of the project plans, the project proposes a new sidewalk be placed the full length of the subject property along N Washington Ave.	

17.96.060.B.5 – Sidewalks	Conformance
<i>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.</i>	YES
<b>Finding:</b> The new sidewalk adjacent to N Washington Ave will connect to the sidewalk to the north. There are no sidewalk connections to the south of the project. The project proposes internal pathways that directly access the sidewalk from the ground floor commercial unit and the main entry to the residential units. There are internal pathways connecting the rear parking units to the rear entry of the building.	

17.96.060.B.6 - Sidewalks	Conformance
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 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.</i>	N/A
<b>Finding:</b> The applicant has not request relief from the requirement to construct sidewalks nor has the City granted any such request.	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES
<b>Finding:</b> The project proposes a series of roof drains, drywells, and catch basins to manage onsite stormwater. Per Sheet C1.0 of the project plans, all stormwater is being retained on site.	

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition #3
<p><b>Finding:</b> As shown on Sheet C1.0, all stormwater is retained on-site. The project proposes to construct right-of-way improvements the length of the subject property, including curb and gutter, along N Washington Ave. The project also proposes drainage infrastructure in the alley behind the subject property for the full length of the subject property. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance per condition #3.</p>	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	N/A
<p><b>Finding:</b> The City Engineer did not identify any additional drainage improvements during department review.</p>	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #3
<p><b>Finding:</b> Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the city engineer prior to issuance of a building permit per condition #3.</p>	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City, and no funds have been provided by the city for the project.</p>	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES
<p><b>Finding:</b> All new utilities are to be underground as noted on Sheet C1.0 of the project plans. Prior to purchase of the subject property by SV Ventures, the previous property owner worked with Idaho Power, Cox, Centurylink, the City of Ketchum, and the Ketchum Urban Renewal Authority to underground above-ground power and communication lines located in</p>	

the alley between N Washington Ave and Warm Springs and 7<sup>th</sup> and 8<sup>th</sup> Streets. Two encroachment agreements were executed, one between the City of Ketchum and Idaho Power and the second between the City of Ketchum and Cox/Centurylink. In conjunction with this work, easements for the location of communication equipment and transformers at the southeast corner of the property were negotiated and recorded. As of the date of these findings, the underground of all power lines by Idaho Power is complete. The remaining work to underground the communication lines will be complete late October/early November 2021. Per Sheets A3.1 and A3.2 of the project plans, the communication boxes and transformer will be screened from public view with perforated metal screen that matches the screening proposed for the parking area.

17.96.060.D.3 - Utilities	Conformance
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<b>Finding:</b> The location of the subject property is already served by fiber optical and therefore no conduit is required in this location.	

17.96.060.E.1 – Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES
<b>Finding:</b> Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As shown on Sheets A0.6 and A3.1-3.2, the project proposes a variety of materials including vertical wood siding, block siding, corrugated metal, black metal trim for the windows and railings. The materials do not mimic that of the structure to the north, primarily wood trim for windows and railings and a stucco façade, the proposed materials are seen on buildings to the north and south within a one to two block radius.	

17.96.060.E.2 – Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	YES
<b>Finding:</b> The subject property contains an existing log cabin over 50 years old. The building is not on the City of Ketchum Historic Building/Site List, nor was the building identified as one to be considered for listing. The building has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The project does not propose an addition to the existing building, but a full demolition of the building. As mentioned above, the building is not listed on the Historic Building/Site List nor has it otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
<b>Finding:</b> The project proposes a paver patio and walkway from the ground floor commercial unit to the new sidewalk along N Washington Ave. Entrance to the main building, with access to the upper floors, is to the right of the commercial unit and clearly defined with columns, pathway lighting, and signage.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<b>Finding:</b> The building character is that of a mountain modern approach defined by architectural features such as horizontal blocking of cantilevered decks and roof forms, vertical integration of all stories through center window features, and dark materials.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<b>Finding:</b> The project uses a consistent set of materials including wood siding, block siding, corrugated metal and black metal for window trim, railings, and awnings. The full set of materials are utilized on each façade in different ways, connecting all facades with a continuous pattern and rhythm. The minimalist nature of the design will be carried through to the signage, which includes one address marker and a small sign for the commercial tenant in the front of the building.	

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES

**Finding:** No accessory structures are proposed; however, the project contains a landscape planter in the front of the building facing N Washington St and a perforated metal screen in the rear of the building. The landscape planter will be constructed of finish concrete, which is lighter in the color with the façade materials, but blends well between the façade and the pavers used in the patio and walkway fronting N Washington St. The perforated metal screen is of a darker brown/brushed metal that compliments the tone of the vertical wood siding and the black metal railings and window trim.

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES
<p><b>Finding:</b> The project provides adequate undulation on all four sides of the building, reducing the appearance of bulk and flatness. The front façade uses horizontal cantilevered decks with railings and a center vertical window accent to break up the height of the building. The south façade utilizes lighter colors, and almost half of the façade is stepped back from the property boundary to reduce the perceived size of the structure. These design efforts are helpful in reducing the appearance of the bulk and flatness of the structure as the adjacent property is vacant.</p>	

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p><b>Finding:</b> The main entrance to the ground floor commercial unit and the residential units above are both off N Washington Ave, the primary street frontage of the property.</p>	

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p><b>Finding:</b> As shown on Sheet A1.1 of the project plans, the garbage area is in the rear of the building, off the alley. The garbage area is along the southern property boundary and is screened by a perforated metal screen approximately five feet tall.</p>	

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<p><b>Finding:</b> As shown on Sheet A2.7, the roof plan for the project includes flat roofs at an angle that causes water to drain toward a series of roof drains along the interior of the roof. Cantilevered decks integrate with roof drain systems for any water or snow accumulation.</p>	

Based on the design of drainage facilities and roof design, no water or snow will enter onto adjacent properties.

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<b>Finding:</b> The project is fully connected with the existing sidewalk system leading to the regional bike path system at N 1 <sup>st</sup> Ave and 8 <sup>th</sup> Street, one block to the west. No additional easements or pathways have been identified necessitating connection from the project.	

17.96.060.G.2 – Circulation Design	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The project does not include any awnings that extend over the public sidewalk.	

17.96.060.G.3 – Circulation Design	Conformance
<i>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.</i>	YES
<b>Finding:</b> Vehicle traffic accesses the site from the alley between N Washington Ave and Warms Springs Rd, from either 8 <sup>th</sup> Street or 7 <sup>th</sup> Street. Both access points to the alley are adequate to enter or exit the project safely. Bicycle and pedestrian circulation will primarily be in and out of the front of the project along N Washington Ave. The subject property does not currently have a sidewalk connection, which will be provided by the project.	

17.96.060.G.4 – Circulation Design	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The subject property is an interior lot and not adjacent to an intersection of two streets. There are no curb cuts or driveway entrances proposed on N Washington Ave.	

17.96.060.G.5 – Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES
<b>Finding:</b> With the right-of-way improvements proposed for N Washington Ave and the alley, access for emergency vehicles, snowplows, and garbage trucks will be enhanced as access to the property will be achievable from the east and west side. The design of the parking area is such that parked vehicles will not overhang into the alley and there is direct access to the building from the alley in case of emergencies.	

17.96.060.H.1 – Snow Storage	Conformance
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
<b>Finding:</b> The project proposes heated pavers for the patio and walkway areas of the project per Sheet L2 of the project plans, therefore, no on-site snow storage is required.	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.3 – Snow Storage	Conformance
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

17.96.060.H.4 – Snow Storage	Conformance
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	YES
<b>Finding:</b> The project proposes snow melt for the heated paver and walkway in the front of the building adjacent to the sidewalk along N Washington Ave. No heated pavers are proposed for the parking area, however, the parking is fully covered, so snow management will be minimal. The applicant is responsible for the maintenance of the alley, including snow plowing, so the parking area will be maintained at the same time.	

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES

**Finding:** Sheet L2 of the project plans is the landscape plan for the project.

17.96.060.1.2 – Landscaping	Conformance
<i>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.</i>	YES
<b>Finding:</b> The landscape plan includes trees, deciduous shrubs, grasses, and ornamental flowers primarily on the west and south facing sides of the building. The landscape plan adds interest to the street by providing maples and aspens that will reflect a variety of colors through the seasons. These vegetation types are found in many properties in the northern portion of the CC-2 district and will complement that neighborhood well.	

17.96.060.1.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<b>Finding:</b> Trees proposed include maple and Swedish aspens, both found in the surrounding area. Ornamental grasses are also drought tolerant and common.	

17.96.060.1.4 – Landscaping	Conformance
<i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i>	YES
<b>Finding:</b> The project provides a strong landscape buffer between the proposed building and the vacant lot to the south. The south façade will be lined with deciduous shrubs and aspens which provide a landscape buffer between the vacant lot and the entrance to the residential units in the new building. To the north, less landscaping is proposed, however, various landscape elements exist that buffer the two buildings. Limited buffer is necessary as the building to the north has similar uses to the proposed building with ground floor commercial and residential units on the upper floor.	

17.96.060.J.1 – Public Amenities	Conformance
<i>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 Public Works Department prior to design review approval from the Commission.</i>	YES



**Finding:** Per direction of the Public Works Department, all public amenities proposed are to be located within the boundaries of the subject property. The project proposes a bike rack and a seat wall around the landscape feature.

17.96.060.K.1 – Underground Encroachments	Conformance
<i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title 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.</i>	N/A
<b>Finding:</b> The project does not propose any below grade structures.	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
<b>Finding:</b> The subject property is not adjacent to any bodies of water; therefore no riparian setback exists for the property. Additionally, the project does not propose any below grade structures.	

**FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE**

17.96.070.A.1 – Streets	Conformance
<i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i>	YES
<b>Finding:</b> Per direction from the Public Works Department, all trees and furnishings are required to be within the boundaries of the subject property. A streetlight is required and is proposed to illuminate the sidewalk along N Washington Ave.	

17.96.070.A.2 – Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	N/A
<b>Finding:</b> This standard only applies to street trees within the public right-of-way. No trees are proposed in the public right-of-way therefore this standard does not apply.	

17.96.070.A.3 – Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	N/A
<b>Finding:</b> No modifications to these requirements have been made. The Public Works Department has provided directions as to the location of improvements in the right-of-way.	

17.96.070.B.1 - Architectural	Conformance
<i>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.</i>	YES
<b>Finding:</b> As discussed above, the project proposes a variety of materials and successfully designed the facades of the building to undulate, reducing the appearance of bulk or flatness. Specifically, the south façade of the project includes the use of two materials, a step back of the façade, and numerous windows. The facades facing the street and alley include cantilevered decks, large windows, and various materials to avoid the creation of blank walls from all vantage points.	

17.96.070.B.2 - Architectural	Conformance
<i>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.</i>	YES
<b>Finding:</b> The project includes a ground floor commercial space with two entrances on each side of the center vertical window accent. As shown on Sheets A3.1-3.2, the commercial space has glass doors and framing windows for the full height of the door. Above, there are additional horizontal windows that provide an open view into the commercial space. The project proposes a landscape planter in front of the center window accent area at a height suitable for sitting.	

17.96.070.B.3 - Architectural	Conformance
<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	YES
<b>Finding:</b> All windows and doors have full views into the commercial space. The planting proposed for the landscape planters are ornamental grasses and decorative flowers that are low lying and will not obscure views into the windows.	

17.96.070.B.4 - Architectural	Conformance
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
<p><b>Finding:</b> The roof form and material is like that of the rest of the building. The roof form is flat, compatible with the horizontal cantilevered decks. The roof soffit will be the same wood siding as portions of the façade with a dark metal fascia. The metal trellis is like the railing proposed for the cantilevered decks and awning treatments on the front façade at each story. No reflective materials are proposed.</p>	

17.96.070.B.5 - Architectural	Conformance
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
<p><b>Finding:</b> The project does not include pitched roofs.</p>	

17.96.070.B.6 - Architectural	Conformance
<i>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 Public Works Department.</i>	N/A
<p><b>Finding:</b> There are no roof overhangs that extend past the property boundary on any side of the proposed building.</p>	

17.96.070.B.7 - Architectural	Conformance
<i>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.</i>	N/A
<p><b>Finding:</b> The project does not contain ground floor residential units or elevated commercial space with front porches or stoops.</p>	

17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>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.</i>	YES
<p><b>Finding:</b> The trash disposal area for the project is located in the rear of the building, on the south side of the lot, adjacent to the parking area. The project includes a designated trash disposal area not within the public right-of-way, screened by a metal perforated screen.</p>	

17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	YES
<b>Finding:</b> As shown on Sheet A3.1-3.2 of the project plans, there will be rooftop mechanical equipment screened by a 3-foot-high perforated metal screen like what is screening the ground mounted power and communications equipment in the alley. The screening material is compatible with the other building materials as it is a dark brushed metal material.	

17.96.070.D.1 - Landscaping	Conformance
<i>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.</i>	YES
<b>Finding:</b> Sheet L1 of the project plans indicate the removal of three trees from the property. Based on a site visit with the City Arborist, two of the three trees were deemed healthy and mature. The project proposes to replace those trees with two Autumn Blaze Maple trees on-site.	

17.96.070.D.2 - Landscaping	Conformance
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	YES
<b>Finding:</b> Trees proposed in the landscape plan are not within pedestrian path areas, but on the outer bounds of the plaza and walkway areas adjacent to N Washington Ave, therefore tree grates are not required. The project proposes organic cover of bark or mulch.	

17.96.070.D.3 - Landscaping	Conformance
<i>The City arborist shall approve all parking lot and replacement trees.</i>	YES
<b>Finding:</b> A site visit with the City Arborist was conducted on June 24, 2021 to verify existing tree health and approve plans for replacement.	

17.96.070.E.1 – Surface Parking Lots	Conformance
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	YES
<b>Finding:</b> The surface parking area is accessed directly from the alley. Perforated metal screening is provided on the north and south side of the parking area to screen from adjacent properties. The surface parking area is not visible from N Washington Ave or 8 <sup>th</sup> Street.	

17.96.070.E.2 – Surface Parking Lots	Conformance
<i>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.</i>	N/A
<b>Finding:</b> The surface parking area is located under the second-floor overhang of the structure and is not an open-air surface parking lot. These standards are more applicable to parking lots that contain 10 or more parking spaces in an open-air manner, therefore these standards do not apply to this project.	

17.96.070.E.3 – Surface Parking Lots	Conformance
<i>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.</i>	N/A
<b>Finding:</b> As the parking for the project is not within an open are surface parking area, these standards do not apply.	

17.96.070.F.1 – Bicycle Parking	Conformance
<i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i>	YES Condition #2
<b>Finding:</b> The total number of required parking spaces is six. Requiring 1.5 bike racks, therefore two racks are required. The project shall provide the required bicycle parking per condition of approval #2.	

17.96.070.F.2 – Bicycle Parking	Conformance
<i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i>	YES Condition #2
<b>Finding:</b> The total number of required parking spaces is six. Requiring 1.5 bike racks, therefore two racks are required. The project shall provide the required bicycle parking per condition of approval #2.	

17.96.070.F.3 – Bicycle Parking	Conformance
<i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be</i>	YES Condition #2

<i>located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.</i>	
<b>Finding:</b> The project proposes one bicycle rack within 20 feet of the entrance to the ground floor commercial unit. Per condition #2, the project shall place one additional bicycle rack within 50 feet of the entrance to the residential units on the property.	

**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 Design Review application for the development and use of the project site.
2. The Planning and Zoning Commission has authority to hear the applicant’s Design Review Application pursuant to Chapter 17.96 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 §17.96.080.
4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.
5. The 760 N Washington Mixed-Use Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Commission **approves** this Design Review Application File No. P21-077 this Tuesday, October 26, 2021, subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. In exchange for an increase in FAR, a voluntary community housing contribution of 989 square feet is required. A Floor Area Ratio Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed prior to issuance of a Building Permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.
2. The project plans shall be revised, prior to building permit application, to reflect either one bicycle rack that accommodates four bicycles, or two racks that accommodate two bicycles

each. The bicycle rack(s) shall be located no further than 50 feet from the entrance to the commercial unit or the main front entrance to the residential units.

3. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
4. Until such date when the full length of the alley located between N Washington Ave and Warm Springs Road from 7<sup>th</sup> Street to 8<sup>th</sup> Street is improved to meet the minimum improvements requirements of the City of Ketchum, the applicant, successors, and assigns shall be responsible for the maintenance and upkeep of the alley adjacent to the subject property, 760 N Washington Ave.
5. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations.
6. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 26<sup>th</sup> day of October 2021.

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Neil Morrow, Chair

City of Ketchum

Planning and Zoning Commission

**Attachment E:  
Draft Findings of Fact,  
Conclusions of Law, and  
Decision – Prelim Plat**





**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
760 N Washington Ave Mixed Use	)	KETCHUM PLANNING AND ZONING COMMISSION
Condominium Subdivision – Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 26, 2021	)	DECISION
	)	
File Number: 21-044	)	

**PROJECT:** 760 N Washington Ave Mixed Use

**APPLICATION TYPE:** Condominium Subdivision – Preliminary Plat

**FILE NUMBER:** P21-044

**ASSOCIATED APPLICATIONS:** Design Review (P21-077)

**REPRESENTATIVE:** Sam Stahlnecker, Galena Engineering (engineer)

**OWNER:** SV Ventures, LLC

**LOCATION:** 760 N Washington Ave – Lot 6, Block 13, Ketchum Townsite

**ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Preapplication Design Review of the project on September 23, 2021. The application was deemed complete on September 29, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 8, 2021.

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 October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and on the city’s website the on October 6, 2021. A notice was posted on the project site on October 19, 2021.

The Planning and Zoning Commission (the “Commission”) considered the 760 N Washington Mixed-Use Design Review (Application No. P21-077) and the Condominium Subdivision Preliminary Plat (Application No. P21-044) applications during a special meeting on October 26, 2021. The development applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522.



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After considering Staff’s analysis, the applicant’s presentation, and public comment, the Commission unanimously approved the 760 N Washington Mixed-Use Design Review and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the City Council.

**BACKGROUND**

The Applicant is proposing an 11,319 square foot three-story mixed-use development (the “project”), located at 760 N Washington Avenue (the “subject property”). The subject property is a mid-block interior lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) with a one-story cabin on site. The existing building was built in 1940. The building is not on the Historic Buildings/Site List being reviewed by the Historic Preservation Commission and has not otherwise been identified as one which gives historical or cultural importance to the neighborhood or community.

Adjacent to the property is a two-story office building to the north and a vacant parking lot to the south. To the west, the block between 7th St and 8th St consists of one and two-story single-family residences. As proposed, the project proposes to demolish the existing structure and build a three-story mixed-use building with ground floor commercial, two residential dwelling units on the second floor, and one residential dwelling unit on the third floor. Two of the dwelling units are less than 2,000 square feet, the remaining unit is more than 2,000 square feet. A total of seven parking spaces are required for the project, six standard parking spaces and one ADA parking space. The project proposes a total of six off-street parking spaces. The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, asphalt, curb and gutter, and sidewalks. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

**FINDINGS OF FACT**

The Commission, 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:

**FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS**

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 27, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.



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			<i>Findings</i>	The subdivision application was deemed complete on September 29, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>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:</b>  <b>The scale, north point and date.</b>
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The Lofts at 760 Washington Avenue" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is SV Ventures, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 3 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the east, north, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	<b>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.</b>
			<i>Findings</i>	The topographic survey included in the project plans shows the location of the existing building on the subject property, the building on the property to the north, and all adjacent streets and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheet 2 indicates the area of each residential unit as will be platted for sale.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #9 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>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.</b>



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			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>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.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	<b>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.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	<b>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.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	The cover sheet to the project plans includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	Sheets 1 and 2 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Sheet L1 and the topographic survey of the project plans outlines the existing vegetation on the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The applicant provided a title commitment issued by Sun Valley Title dated December 2, 2020, and a warranty deed recorded at Instrument Number 680742 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of preliminary construction design plans for review by the City Engineer. Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	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:



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			<ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
		<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
		16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:             <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> </ol>



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				<p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> </ol>





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			<p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p>
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				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	No new streets are proposed, however, the project is required to bring the current streets of N Washington Ave into conformance with city street standards for the length of the subject property. Prior to certificate of occupancy, the project will extend asphalt, formalize parking, and install curb, gutter, and sidewalks.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> 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.</p>
			<i>Findings</i>	The alley between N Washington Ave and Warm Springs Rd from 7 <sup>th</sup> Street to 8 <sup>th</sup> Street is not fully paved and not maintained by the City of Ketchum. The applicant proposes to pave the full width of the alley, for the length of the subject property. The applicant will be required to maintain the alley adjacent to the subject property until such time as the full length of the alley is improved to City standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain</p>



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				<p>such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	No new easements are required. As shown on Sheet 1 of the preliminary plat, there are two easements in the southeast corner of the property. One for Idaho Power for power equipment and one for Cox Communications for communications equipment.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> 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</p>



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				requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new sanitary sewer mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision and no new water mains are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<b>Cuts, Fills, And Grading Improvements:</b> 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.



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				<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ul>
			<p><i>Findings</i></p>	<p>This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.</p>



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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> 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.</p>
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the condominium subdivision application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat and Sheets C1.0 and C1.2 of the project plans, all utilities will be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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.</p>
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately



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				<b>provide for the control and maintenance of all common areas, recreational facilities and open space.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.D</b>	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.E</b>	<b>Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.</b>
			<i>Findings</i>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional common area storage is provided on the first floor.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.F</b>	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>
			<i>Findings</i>	The first floor includes two common storage areas for the purpose of general storage and storage of equipment and supplies required for the maintenance of the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.G</b>	<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>
			<i>Findings</i>	Each condominium unit is provided more than one private balconies adjacent to the unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070.H</b>	<b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.

**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 Commission has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.



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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 Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 760 N Washington Ave Mixed-Use Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Commission **approves** this Condominium Preliminary Plat Application File No. P21-044 this Tuesday, October 26, 2021, subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-077.
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.

Findings of Fact **adopted** this 26th day of October 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



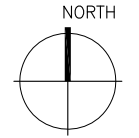
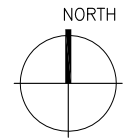
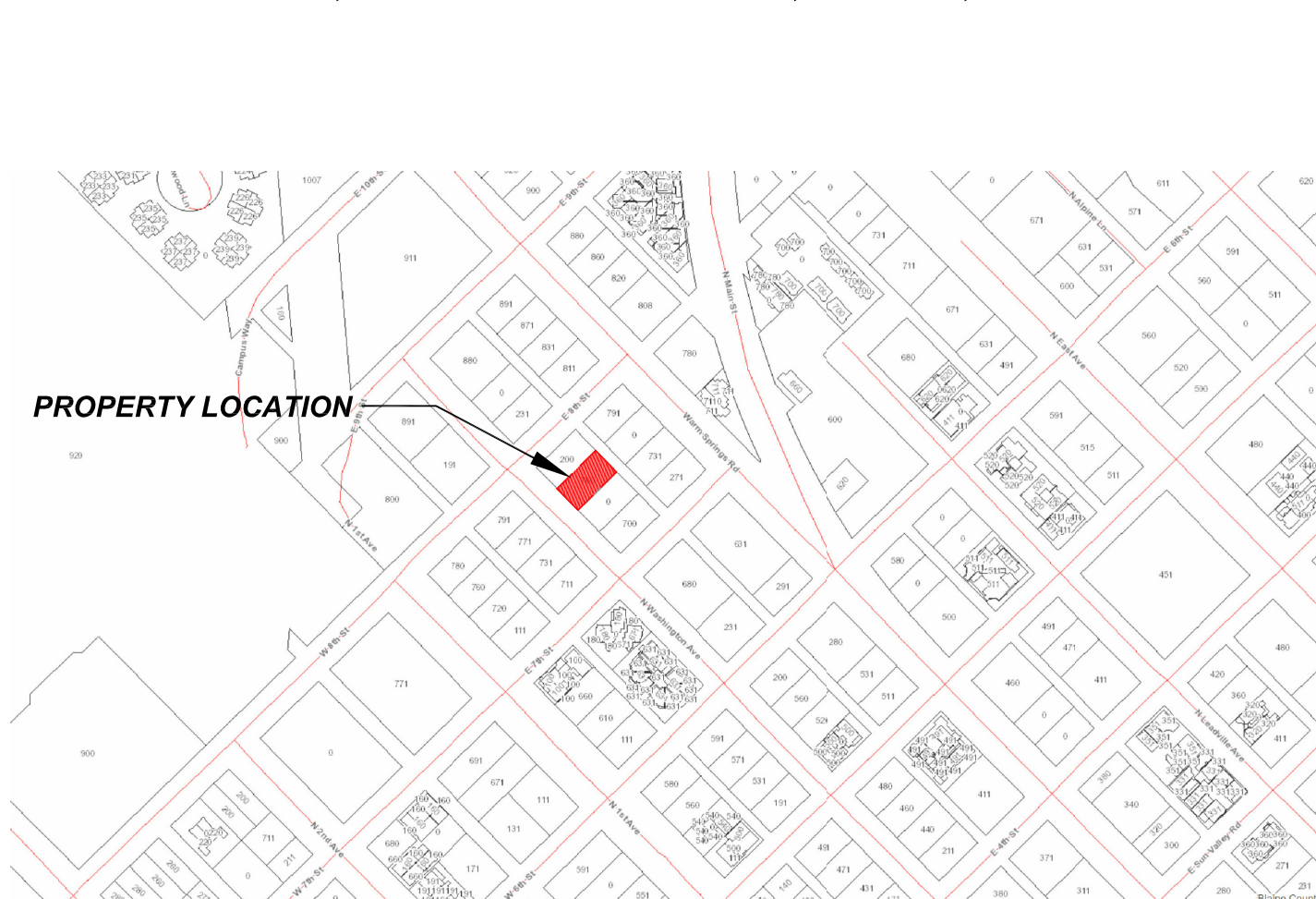
**SITE VICINITY**

LOT 6 BLOCK 13, 760 N. WASHINGTON AVENUE, KETCHUM, IDAHO



**SITE VICINITY ZONING**

LOT 6 BLOCK 13, 760 N. WASHINGTON AVENUE, KETCHUM, IDAHO



**PROJECT DIRECTORY PROJECT DATA**

<b>CLIENT &amp; OWNER-BUILDER</b> SV VENTURES, LLC PO BOX 5023 (mailing) KETCHUM, ID 83340	<b>LEGAL OWNER</b> SV VENTURES, LLC <b>OWNER'S ADDRESS</b> 760 N. WASHINGTON AVENUE KETCHUM, ID 83340 RPK00000130060 LOT #6, BLOCK #13
<b>CONTACT ARCHITECT FOR ALL CLIENT COMMUNICATIONS</b>	<b>CODE</b> 2018 IBC <b>ZONING</b> CC2: COMMUNITY CORE (2)
<b>ARCHITECT</b> HOLLIS PARTNERS ARCHITECTS, AIA PO 1769 (POST) SUN VALLEY, ID 83353 220 RIVER STREET (COURIER) KETCHUM, ID 83340 P: 208.721.1760 / 208.721.0633 E: daniel@hp-architects.com or JJ@hp-architects.com	<b>SETBACKS</b> <b>FRONT YARD</b> 5' AVERAGE (N. Washington) <b>SIDE YARD</b> 0' INTERIOR (0-3' PROPOSED) <b>REAR YARD</b> 3' (ALLEY)
<b>CONTRACTOR</b> KEARNS MCGINNIS & VANDENBERG BUILDERS 500 NORTH WASHINGTON SUITE 101 (COURIER) KETCHUM, ID 83340 P: 208.726.4843 E: erin@kmbvbld.com	<b>HT LIMITATION</b> 42' (PROPOSED 37'-6 1/4") <b>USE OCCUPANCY</b> RESIDENTIAL: GROUP R-2 BUSINESS: GROUP B
<b>STRUCTURAL ENGINEER</b> MURAR ENGINEERING & DESIGN 668 NORTH 9th STREET (COURIER) BOISE, ID 83702 P: 208.343.4125 E: kmurar@murarengineering.com	<b>CONST. TYPE</b> V-B (SPRINKLERED)
<b>GEOTECHNICAL ENGINEER</b> BUTLER ASSOCIATES, INC BOX 1034, KETCHUM, ID 83340 P: 208.720.6432 E: svgeotech@gmail.com	<b>CODE COMPLIANCE:</b> IBC 2018 IRC 2018 IECC 2018 CMEC 2018 IPMC 2018 IFC 2018

<b>MECHANICAL, ELECTRICAL &amp; PLUMBING ENGINEER</b> MUSGROVE ENGINEERING 234 WHISPERWOOD WAY (COURIER) BOISE, ID 83709 P: 208.384.0585 E: toddN@musgrovepa.com	<b>PROVIDE REQUIRED UNDER FLOOR VENTING/RADON MITIGATION AS REQUIRED.</b>
<b>CIVIL / SURVEYORS</b> GALENA ENGINEERING, INC 317 N. RIVER STREET, HAILEY, ID 83333 P: 208.788.1705 E: sflynn@galena-engineering.com	<b>PROVIDE REQUIRED UNDER FLOOR VENTING MOLD MITIGATION AS REQUIRED.</b>
<b>CODE COMPLIANCE</b> DIA SULLIVAN, ARCHITECT PLLC P.O. BOX 233 WHITEFISH, MT 59937 P: 406.250.1016 E: dsal@cyberport.net	<b>PROVIDE UNDER FLOOR (CRAWL SPACE) VENTILATION OF 1 CFM PER 150 SF OF FLOOR AREA</b>
<b>COM-CHECK</b> JOHN REUTER, GREENWORKS P.O. BOX 4714 KETCHUM, ID 83340 P: 208.721.2922 E: jreuter@gmx.com	<b>FLOOR LIVE LOAD:</b> 100 PSF, 40 PSF RESIDENTIAL <b>ROOF LIVE LOAD:</b> 100 PSF (SNOW LOAD) <b>SEISMIC ZONE:</b> D <b>WIND LOADS:</b> 115 MPH 3 SECOND GUST (ULT) CATEGORY II IMPORTANCE FACTOR = I

**AREA CALCULATIONS**

SITE AREA	5,501 SF
PROPOSED 1st FLR AREA (GROSS)	3,367 SF
PROPOSED 2nd FLR AREA	4,137 SF
PROPOSED 3rd FLR AREA	3,815 SF
PROPOSED DECK / PATIO AREA	892 SF
1st FLR COMMERCIAL AREA	1,526 SF
NET RESIDENTIAL AREA	7,508 SF
TOTAL GROSS BUILDING AREA	11,319 SF

**DRAWING INDEX**

<b>GENERAL</b>	A0.0 PROJECT DATA / GENERAL NOTES / INDEX	A8.7 CASEWORK UNIT	<b>MECHANICAL</b>	E 0.0 ELECTRICAL COVER SHEET
A0.1 EXTERIOR 3D MODEL VIEWS	A8.8 CASEWORK UNIT	E 0.1 ENERGY CODE	E 1.0 ELECTRICAL SITE PLAN	E 1.1 ELECTRICAL SITE PHOTOMETRIC PLAN
A0.2 EXTERIOR 3D MODEL VIEWS	A8.9 CASEWORK UNIT	E 1.1 ELECTRICAL SITE PHOTOMETRIC PLAN W STREET	E 1.2 EXTERIOR LIGHTING CUTSHEETS	E 2.0 1st FLOOR LIGHTING PLAN
A0.3 EXTERIOR 3D MODEL IN CONTEXT	A8.10 CASEWORK UNIT	E 2.1 2nd FLOOR LIGHTING PLAN	E 2.2 3rd FLOOR LIGHTING PLAN	E 3.0 1st FLOOR MECHANICAL POWER PLAN
A0.4 EXISTING SITE PICTURES	A9.1 STAIR DETAILS	E 3.1 2nd FLOOR MECHANICAL POWER PLAN	E 3.2 3rd FLOOR MECHANICAL POWER PLAN	E 3.3 ROOF MECHANICAL POWER PLAN
A0.6 EXTERIOR MATERIALS & COLORS SAMPLE BOARD	<b>BLDG ENVELOPE</b>	E 4.0 1st FLOOR POWER PLAN	E 4.1 2nd FLOOR POWER PLAN	E 4.2 3rd FLOOR POWER PLAN
A0.7 STAGING AND CONTRACTOR PARKING PLAN	BE000 GENERAL NOTES / SPECIFICATIONS	E 4.2 3rd FLOOR POWER PLAN	E 5.0 1st FLOOR SPECIAL SYSTEMS / FIRE ALARM	E 5.1 2nd FLOOR SPECIAL SYSTEMS / FIRE ALARM
A0.8 CODE ANALYSIS	BE100 BELOW GRADE DETAILS	E 5.2 3rd FLOOR SPECIAL SYSTEMS / FIRE ALARM	E 6.0 ELECTRICAL ONE-LINE DIAGRAM	E 6.1 ELECTRICAL DETAILS
A0.9 CODE ANALYSIS	BE200 WALL DETAILS	E 6.2 ELECTRICAL DETAILS	<b>FIRE</b>	M MECHANICAL SPECIFICATIONS
A0.10 1st FLOOR EXITING PLAN	BE300 PENETRATION DETAILS	<b>ACOUSTICS</b>	E 6.1 ELECTRICAL SPECIFICATIONS	E 6.2 PLUMBING SPECIFICATIONS
A0.11 2nd FLOOR EXITING PLAN	BE400 DECK & ABOVE GRADE DETAILS	<b>INTERIORS</b>	<b>MECHANICAL</b>	M 0.0 MECHANICAL COVER SHEET
A0.12 3rd FLOOR EXITING PLAN	BE401 DECK & ABOVE GRADE DETAILS	<b>ENERGY</b>	M 0.1 MECHANICAL ZONING PLANS	M 1.0 1st FLOOR HVAC PLAN
A0.13 ROOF FIRE RATED PLAN	BE500 WINDOW & DOOR DETAILS	ENERGY 1.0	M 1.1 2nd FLOOR HVAC PLAN	M 1.2 3rd FLOOR HVAC PLAN
<b>SURVEY PLAN</b>	BE600 ROOF DETAILS		M 1.3 ROOF HVAC PLAN	M 2.0 RADON MITIGATION PLAN
C TOPOGRAPHICAL & SITE INFORMATION	BE601 ROOF DETAILS		M 3.0 HVAC DETAILS	M 3.1 HVAC DETAILS
C0.1 COVER SHEET (GALENA ENG.)	<b>STRUCTURAL</b>		M 3.2 HVAC DETAILS	M 4.0 HVAC SCHEDULES
C1.0 SITE GRADING & DRAINAGE PLAN (GALENA ENG.)	S 0.0 STRUCTURAL INDEX, LEGENDS & SPEC'S		M 4.1 HVAC SCHEDULES	<b>P 0.0 SITE UTILITIES PLAN</b>
C1.1 SIGNING, PAVEMENT MARKING & LIGHTING	S 1.0 FOUNDATION & FIRST FLOOR FRAMING PLAN		P 1.0 1st FLOOR ABOVE FLOOR WASTE & VENT PLAN	P 1.1 2nd FLOOR WASTE & VENT PLAN
C2.0 DETAILS (GALENA ENG.)	S 1.1 SECOND FLOOR FRAMING PLAN		P 1.2 3rd FLOOR WASTE & VENT PLAN	P 1.3 ROOF PLUMBING PLAN
<b>LANDSCAPE</b>	S 1.2 THIRD FLOOR FRAMING PLAN		P 2.0 1st FLOOR WATER & GAS PLAN	P 2.1 2nd FLOOR WATER & GAS PLAN
L1 SITE PLAN	S 1.3 ROOF FRAMING PLAN		P 2.2 3rd FLOOR WATER & GAS PLAN	P 3.0 MANIFOLD DETAILS
L2 LANDSCAPE PLANTING SCHEDULE	S 2.0 GENERAL STRUCTURAL DETAILS		P 3.1 MANIFOLD DETAILS	P 4.0 PLUMBING DETAILS
<b>ARCHITECTURAL</b>	S 2.1 GENERAL STRUCTURAL DETAILS		P 4.1 PLUMBING DETAILS	P 5.0 PLUMBING SCHEDULES
A1.1 ARCHITECTURAL SITE PLAN	S 3.0 FOUNDATION STRUCTURAL DETAILS #1			
A1.2 SITE PLAN	S 3.1 FOUNDATION STRUCTURAL DETAILS #2			
A2.0 DIMENSIONED FOUNDATION PLAN	S 3.2 FOUNDATION STRUCTURAL DETAILS #3			
A2.1 FIRST FLOOR PLAN	S 4.0 STEEL DETAILS #1			
A2.2 SECOND FLOOR PLAN	S 4.1 STEEL DETAILS #2			
A2.3 THIRD FLOOR PLAN	S 4.2 STEEL DETAILS #3			
A2.4 DIMENSIONED FIRST FLOOR PLAN	S 4.3 STEEL DETAILS #4			
A2.5 DIMENSIONED SECOND FLOOR PLAN	S 4.4 STEEL DETAILS #5			
A2.6 DIMENSIONED THIRD FLOOR PLAN	S 4.5 STEEL DETAILS #6			
A2.7 ROOF PLAN	S 4.6 STEEL DETAILS #7			
A2.8 FIRST FLOOR FINISHES PLAN	S 4.7 STEEL DETAILS #8			
A2.9 SECOND FLOOR FINISHES PLAN	S 4.8 STEEL DETAILS #9			
A2.10 THIRD FLOOR FINISHES PLAN	S 5.0 FLOOR FRAMING DETAILS #1			
A2.12 ISOLATED PLAN - COMMERCIAL SPACE	S 5.1 FLOOR FRAMING DETAILS #2			
A2.13 ISOLATED PLAN - UNIT #201	S 6.0 ROOF FRAMING DETAILS #1			
A2.14 ISOLATED PLAN - UNIT #202	S 6.1 ROOF FRAMING DETAILS #2			
A2.15 ISOLATED PLAN - UNIT #301	S STRUCTURAL CALCULATIONS			
A2.16 ISOLATED PLAN				
A2.17 FIRST FLOOR REFLECTED CEILING PLAN				
A2.18 SECOND FLOOR REFLECTED CEILING PLAN				
A2.19 THIRD FLOOR REFLECTED CEILING PLAN				
A3.1 EXTERIOR ELEVATIONS (NORTH & EAST)				
A3.2 EXTERIOR ELEVATIONS (SOUTH & WEST)				
A4.1 BUILDING SECTIONS				
A4.2 BUILDING SECTIONS				
A4.3 BUILDING SECTIONS				
A5.1 WALL SECTIONS & DETAILS				
A5.2 WALL SECTIONS & DETAILS				
A5.3 WALL SECTIONS & DETAILS				
A6.1 DOOR & WINDOW TYPES				
A6.2 WINDOW SCHEDULE				
A6.3 DOOR SCHEDULE				
A8.1 CASEWORK UNIT				
A8.2 CASEWORK UNIT				
A8.3 CASEWORK UNIT				
A8.4 CASEWORK UNIT				
A8.5 CASEWORK UNIT				
A8.6 CASEWORK UNIT				

**GENERAL NOTES**

- THE WORK INCLUDED UNDER THIS CONTRACT CONSISTS OF ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS & EQUIPMENT NECESSARY FOR THE CONSTRUCTION OF THE PROJECT LEAVING ALL WORK READY FOR USE.
- THESE DRAWINGS, TOGETHER WITH THE SPECIFICATION, AIA GENERAL CONDITIONS DOCUMENT A-201, 1988 EDITION, REPRESENT THE CONTRACT DOCUMENTS.
- THE PLANS INDICATE THE GENERAL EXTENT OF NEW CONSTRUCTION NECESSARY FOR THE WORK, BUT ARE NOT INTENDED TO BE ALL-INCLUSIVE. ALL NEW WORK NECESSARY TO ALLOW FOR A FINISHED JOB IN ACCORDANCE WITH THE INTENTION OF THE DRAWINGS IS INCLUDED REGARDLESS OF WHETHER SHOWN ON THE DRAWINGS OR MENTIONED IN THE NOTES.
- ANY ERRORS, OMISSIONS, OR CONFLICTS FOUND IN THE VARIOUS PARTS OF THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE CLIENT FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT & COMPLETE SET OF CONSTRUCTION DOCUMENTS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL TRADES & SHALL PROVIDE ALL SUBCONTRACTORS WITH CURRENT CONSTRUCTION DOCUMENTS AS REQUIRED.
- THE GENERAL CONTRACTOR SHALL VERIFY & ASSUME RESPONSIBILITY FOR ALL DIMENSIONS & SITE CONDITIONS. THE GENERAL CONTRACTOR SHALL INSPECT THE EXISTING PREMISES & TAKE NOTE OF EXISTING CONDITIONS PRIOR TO SUBMITTING PRICES. NO CLAIM SHALL BE ALLOWED FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN REASONABLY INFERRED FROM SUCH EXAMINATION.
- WRITTEN DIMENSIONS TAKE PRECEDENCE. **DO NOT SCALE DRAWINGS.**
- ALL DIMENSIONS WHEN SHOWN IN PLAN ARE TO FACE OF EXTERIOR WALL SHEATHING, FACE OF CMU, OR FACE OF INTERIOR STUD, U.N.O.
- ALL DIMENSIONS ARE TO TOP OF FINISHED FLOOR IN SECTION OR ELEVATION, U.N.O.
- THE GENERAL CONTRACTOR SHALL REVIEW ALL BUILDING DIMENSIONS FOR ACCURACY PRIOR TO LAYING OUT ANY PORTION OF BUILDING ON SITE, & SHALL NOTIFY THE ARCHITECT WELL IN ADVANCE OF ANY DISCREPANCIES OR ERRORS.
- THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO IRRIGATION SYSTEMS, ELECTRICAL CONDUIT, WATER LINES, SEWER & STORMWATER LINES, GAS LINES, ETC.
- THE GENERAL CONTRACTOR SHALL PROTECT ALL EXISTING SITE CONDITIONS TO REMAIN, INCLUDING TREES & SHRUBS, PAVING, FENCES, WALLS, ETC.
- DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.
- VERIFY ALL ARCHITECTURAL DETAILS WITH THE STRUCTURAL DRAWINGS PRIOR TO THE ORDERING OF, OR INSTALLATION OF ANY ITEM OF WORK.
- INSTALL ALL EQUIPMENT & MATERIALS PER MANUFACTURER'S RECOMMENDATIONS.
- VERIFY CLEARANCES FOR FLUES, VENTS, CHASES, SOFFITS, FIXTURES, ETC. PRIOR TO ANY CONSTRUCTION, ORDERING OF, OR INSTALLATION OF ANY ITEM OF WORK.
- SEALANT, CAULKING & FLASHING, ETC. LOCATIONS SHOWN ON DRAWINGS ARE NOT INTENDED TO BE INCLUSIVE. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS & STANDARD INDUSTRY & BUILDING PRACTICES.
- THE GENERAL CONTRACTOR SHALL REMOVE ALL RUBBISH, DEBRIS, & WASTE MATERIALS ON A REGULAR BASIS OF ALL SUBCONTRACTORS & TRADES, & SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS, OR DUST FROM AFFECTING, IN ANY WAY, FINISHED AREAS INSIDE OR OUTSIDE THE JOB SITE.
- THE GENERAL CONTRACTOR SHALL PROVIDE SOLID BLOCKING AS REQUIRED FOR THE INSTALLATION OF ALL EQUIPMENT, CASEWORK, CABINETS, WOOD TRIM, ACCESSORIES, HANDRAILS, ETC.
- FOR ALL FINISHES AT FLOORS, WALLS, & CEILINGS, REFER TO INTERIORS.
- DRIVEWAY ORIENTATION, HARDSCAPE, & LANDSCAPE ARE DESIGN/BUILD UNDER THE DIRECT SUPERVISION OF THE GENERAL CONTRACTOR INCLUDED UNDER THIS CONTRACT. FOLLOW LANDSCAPE & ARCHITECTURAL DRAWINGS WHERE APPROPRIATE FOR DESIGN INTENT.
- THE GENERAL CONTRACTOR SHALL ADHERE TO ALL APPLICABLE BUILDING CODES, AS WELL AS CITY, COUNTY, & STATE BUILDING REGULATIONS. ALSO ADHERE TO D.S.H.A GUIDELINES.

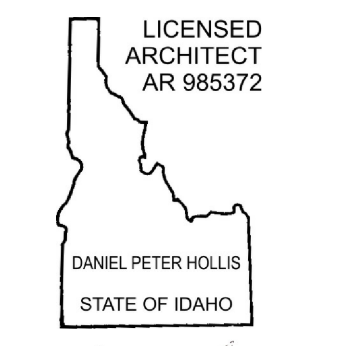
**SYMBOLS LEGEND**

(1) ---+---	GRID NO.	(XX)	WALL TYPE
(A)		(GWB-1)	FIN. CLNG MAT.
(D XX)	DOOR NO.	(WOOD)	FIN. FLR MAT.
(W XX)	WINDOW NO.	(EF)	CEILING MOUNTED EXHAUST FAN
(SD)	INTERCONNECTED, HARDWIRED, BATT. BACKUP SMOKE ALARM / DETECTOR	(101/A5.X)	ROOM NO. / ENLARGED PLAN & INT. ELEVATION SHEET NO.
(XX A,XX)	ELEV. KEY	(ELEVATION MARKER)	
(XX A,XX)	SECT. KEY		
(XX A,XX)	INT. ELEV. KEY		



PO BOX 1769 [post]  
SUN VALLEY, ID 83353  
220 River St. E [courier]  
KETCHUM, ID 83343

V.208.721.7160



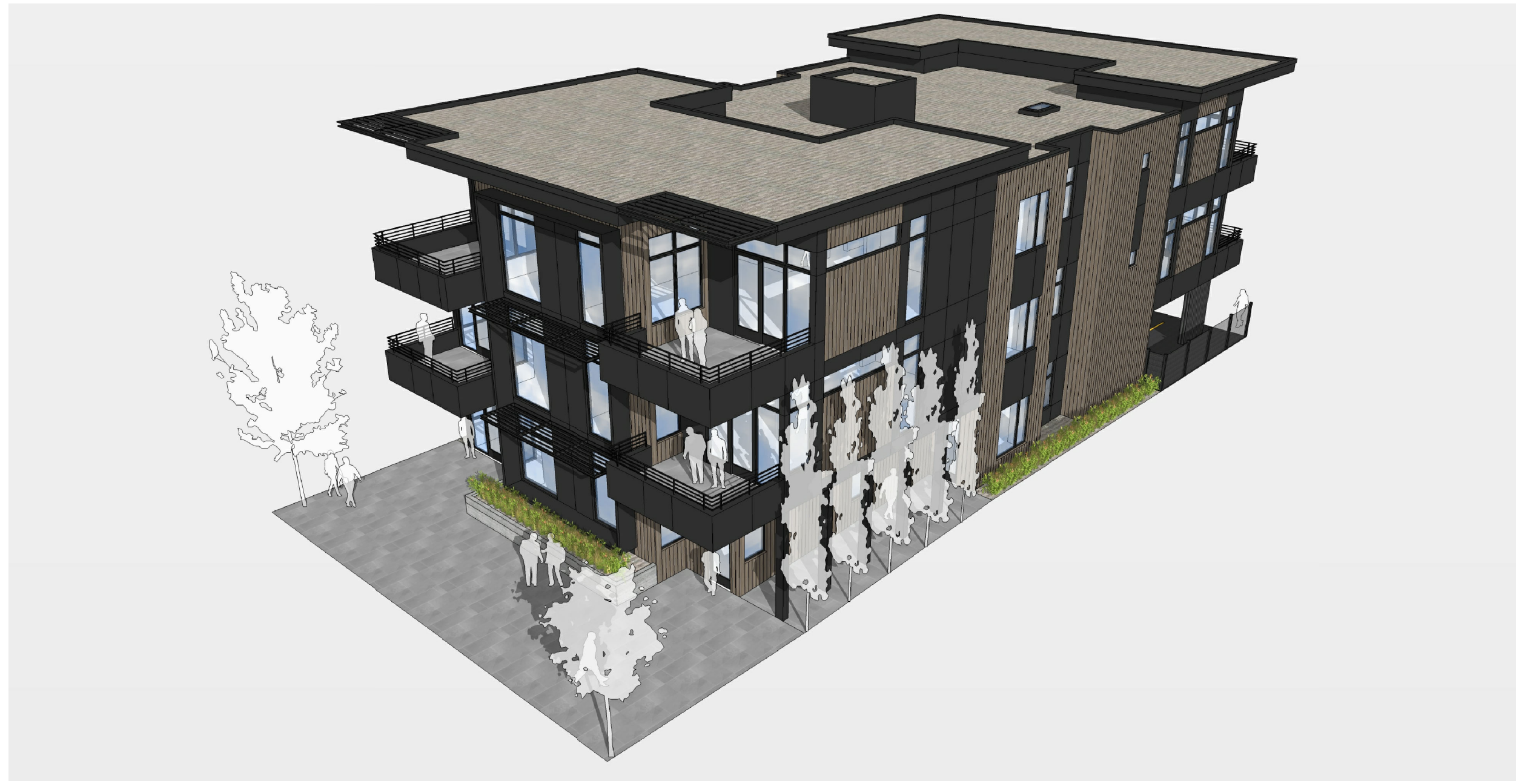
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REVISION DATE	
FINAL DR#2	10/11/21
FINAL DR	08/17/21
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DR ADD.	06/09/21
100% DD	05/07/21
D.REVIEW	03/23/21
ISSUE/DATE	SCHEMATIC 03/16/21
DRAWN BY	DPH,JJR
CHECKED BY	DPH,JJR
DATE	02/15/21
JOB NO.	1076

**760 N. Washington Ave**  
760 N. WASHINGTON AVE,  
KETCHUM, IDAHO

**PROJECT DATA GENERAL NOTES**

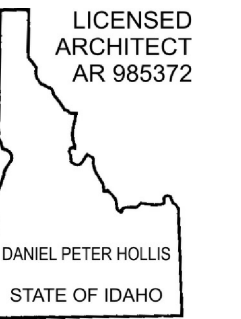
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1 BUILDING MASSING MODEL  
A0.1

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**760  
N. Washington  
Ave**

760 N. WASHINGTON AVE,  
KETCHUM, IDAHO

**BUILDING  
MASSING MODEL**

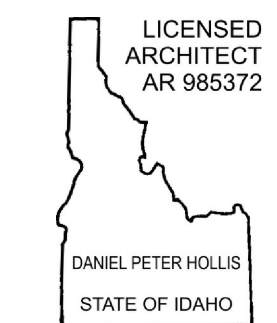
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CATEGORY SEQUENCE



1 BUILDING MASSING MODEL  
A0.2

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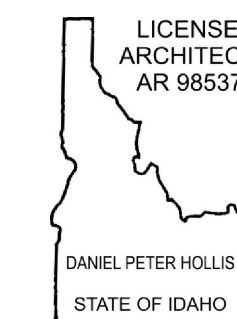
760 N. WASHINGTON AVE,  
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**BUILDING  
MASSING MODEL**

**A 0.2**  
CATEGORY SEQUENCE

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**N. Washington**  
**Ave**

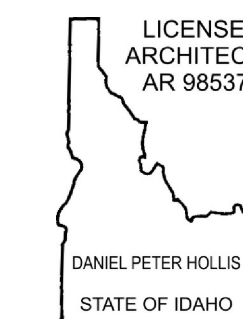
760 N. WASHINGTON AVE,  
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**BUILDING**  
**MASSING MODEL**

**A**      **0.3**  
 CATEGORY      SEQUENCE



1 BUILDING MASSING MODEL WITH SURROUNDING CONTEXT  
 A0.3



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FINISHED GREY METAL ROOF



BOARD FORMED FINISH CONCRETE



SIPARILA WOOD SIDING



BRONZE/BLACK COLORED DOORS AND WINDOWS



WESTERN RIB GREY CORRUGATED METAL



GRAPHITE BLACK STONEWOOD SIDING

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**760**  
**N. Washington**  
**Ave**

760 N. WASHINGTON AVE,  
 KETCHUM, IDAHO

**EXT. MATERIALS &  
 COLORS SAMPLE**

**A**      **0.6**  
CATEGORY      SEQUENCE



791 WARM SPRINGS RD

LOT 2, BLK 13

731 WARM SPRINGS RD

271 E 7TH ST

ALLEY (BLOCK 13)  
(20' RW)

200 E 8TH ST

**760 N WASHINGTON AVE**  
**LOT 6, BLK 13**  
±5,501 S.F.  
±0.13 AC.

LOT 7, BLK 13

700 N WASHINGTON AVE

GRAVEL PARKING AREA

WASHINGTON AVENUE (60' RW)  
N44° 24' 20"W 279.93'

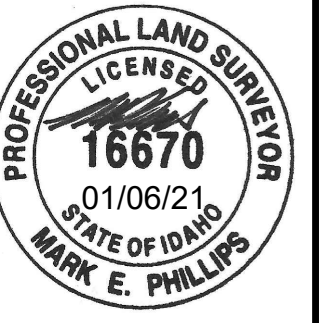
**LEGEND**

	Property Line		GM = Gas Main
	Adjoiner's Lot Line		Overhead Power Line
	Centerline		Power Pole
	FDAC = Found Aluminum Cap		Sewer Main
	FD5/8 = Found 5/8" Rebar		SS = Sewer Service
	FD1/2 = Found 1/2" Rebar		DWELL = Dry Well
	CNTRL = Survey Control		Ketchum City Water Line (8")
	5' Contour Interval		Ketchum Spring Line (4")
	DL = Dripline of Vegetation		WS = Water Service
	Curb & Gutter		FH = Fire Hydrant
	FNC = Fence Line		FFH = Frost Free Hydrant
	Building		WV = Water Valve
	Asphalt		AP = Angle Point
	Concrete Sidewalk		BEG = Beginning
	Gravel Drive		BOW = Back of Walk
	Wood Deck/ADA Access		CC = Curb Cut
	EOG = Edge Of Gravel		COR = Corner
	EOA = Edge of Asphalt		TA = Top of Asphalt
	IC = Illegible Cap		INT = Intersection
	NG = No Cap		LIP = Lip of Gutter
	CT = Conifer Tree		NG = Natural Ground
	DT = Deciduous Tree		RP = Reference Point
			TBC = Top Back of Curb

**NOTES**

- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (12/28/2020).
- Boundary information is based on Found Centerline Monumentation and block breakdown. Please refer to the Official Map of the Village of Ketchum, Instr#302967, records of Blaine County, Idaho. Found lot corner monuments, with no accompanying recorded survey, vary slightly from the proportioned boundary shown hereon.
- Underground utility locations are based on above ground appurtenances / utilities visible at the time of the survey, and underground utility locates performed for previous work, and City maps. Utilities should be located prior to any excavation.
- Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- Benchmark is top of 1/2" rebar marking the southwest corner of lot, elevation = 5814.38. Point elevations shown are truncated (i.e. 19.2 is 5819.2). Vertical Datum is NAVD 1988.

**A TOPOGRAPHIC MAP SHOWING**  
**LOT 6, BLOCK 13, CITY OF KETCHUM**  
**760 N WASHINGTON AVENUE**  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR GALENA PEAK PARTNERS / HOLLIS RUMPFELT ARCHITECTS

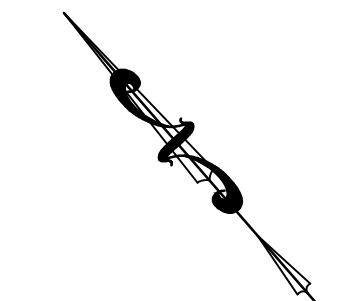
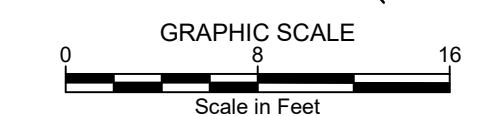


DESIGNED BY  
 CT  
 DRAWN BY  
 SMF  
 CHECKED BY

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

NO.	DATE	BY	REVISIONS

TOPO



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

8 EIGHTH STREET (60' RW)

SEVENTH STREET (60' RW)

# 760 N WASHINGTON AVENUE

## KETCHUM, IDAHO

### OCTOBER 2021

#### CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSINSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANSINSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.
19. ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.

#### LEGEND

EXISTING ITEMS	PROPOSED ITEMS
Property Line	CONCRETE SIDEWALK
Adjoiner's Lot Line	CONCRETE 6" VERTICAL CURB
Centerline	PAVERS
FDAC = Found Aluminum Cap	SIGN
FD5/8 = Found 5/8" Rebar	STORM DRAIN
FD1/2 = Found 1/2" Rebar	DRYWELL WITH GRATED LID
CNTRL = Survey Control	SAWCUT LINE
5' Contour Interval	FLOW LINE
1' Contour Interval	ROAD PAINT (WHITE OR YELLOW)
DL = Dripline of Vegetation	GRADE
Curb & Gutter	GRADE BREAK
FNC = Fence Line	STREET LIGHT
Building	DRYWELL
Asphalt	GRAVEL
Concrete Sidewalk	
Gravel Drive	
Wood Deck/ADA Access	
EOG = Edge Of Gravel	
CT = Conifer Tree	
DT = Deciduous Tree	
GM = Gas Main	
Overhead Power Line	
Power Pole	
Sewer Main	
SS = Sewer Service	
DWELL = Dry Well	
KCW = 8"	Ketchum City Water Line (8")
KSW = 4"	Ketchum Spring Line (4")
WS = Water Service	
FH = Fire Hydrant	
FFH = Frost Free Hydrant	
WV = Water Valve	
AP = Angle Point	
BEG = Beginning	
BOW = Back of Walk	
CC = Curb Cut	
COR = Corner	
EOA = Edge of Asphalt	
IC = Illegible Cap	
INT = Intersection	
LIP = Lip of Gutter	
NC = No Cap	
NG = Natural Ground	
RP = Reference Point	
TA = Top of Asphalt	
TBC = Top Back of Curb	

#### SHEET INDEX

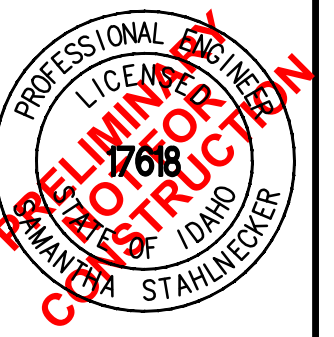
SHEET#	DESCRIPTION
C0.1	COVER SHEET
C1.0	LAYOUT, GRADING, AND DRAINAGE PLAN
C2.0	DETAILS

COVER SHEET

760 N WASHINGTON AVENUE

LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR GALENA PEAK PARTNERS/HOLLIS RUMPELTES ARCHITECTS

PROJECT INFORMATION  
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SKS  
DESIGNED BY  
SKS  
DRAWN BY  
SMF  
CHECKED BY

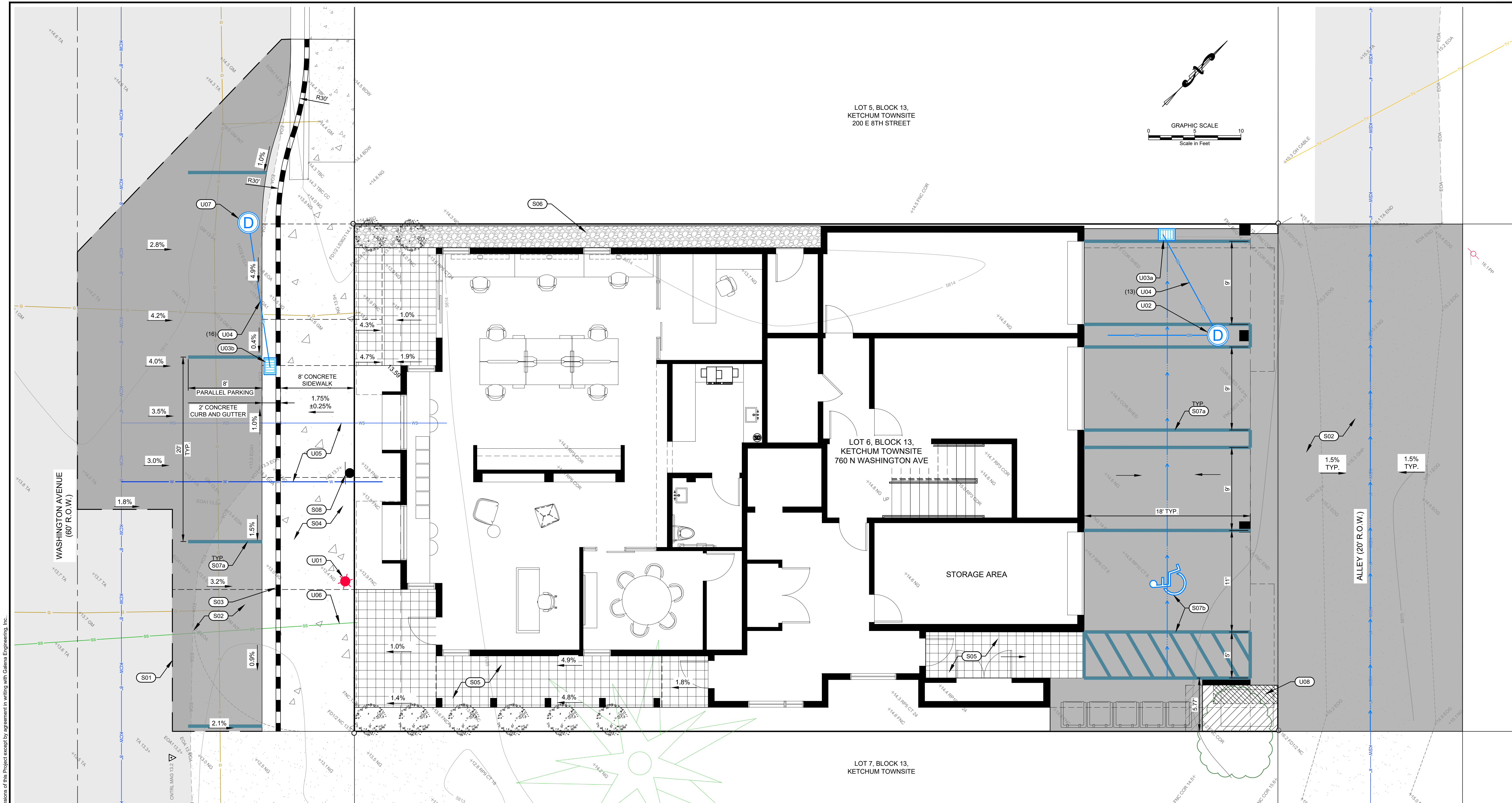
**GALENA**  
ENGINEERING, INC.  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
(208) 768-1705  
email: galena@galena-engineering.com

PURPOSE: FINAL DESIGN REVIEW- AUGUST 17, 2021

NO.	DATE	BY	REVISIONS
1	10/12/2021	SKS	RESPONSE TO 10/8/21 CITY COMMENTS

C0.1





**LAYOUT, GRADING, AND DRAINAGE PLAN**  
**760 N WASHINGTON AVENUE**  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR GALENA PEAK PARTNERS / HOLLIS RUMPFELT ARCHITECTS



SKS DESIGNED BY  
 SKS DRAWN BY  
 SMF CHECKED BY

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 768-1705  
 email: galena@galena-engineering.com

**GENERAL NOTE**  
 SEE SHEET C0.1 FOR CONSTRUCTION NOTES AND LEGEND.

- CONSTRUCTION KEYNOTES**
- SITE IMPROVEMENTS**
- (S01) SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - (S02) CONSTRUCT/ REPAIR ASPHALT. SEE DETAIL 1, SHEET C2.0.
  - (S03) CONSTRUCT 6" CONCRETE ROLLED CURB AND GUTTER PER DETAIL 2, SHEET C2.0.
  - (S04) CONSTRUCT HEATED CONCRETE SIDEWALK PER DETAIL 3, SHEET C2.0
  - (S05) INSTALL PAVERS PER ARCHITECT.
  - (S06) INSTALL GRAVEL SURFACE PER DETAIL 4, SHEET C2.0
- SIGNING AND PAVEMENT MARKING IMPROVEMENTS** (PIPE LENGTH, LF)
- (S07) INSTALL PAVEMENT MARKINGS PER CITY OF KETCHUM STANDARDS
    - a. 4" WIDE YELLOW PARKING STRIPE
    - b. 4" WIDE ADA STRIPING AND SYMBOL
  - (S08) INSTALL REGULATORY SIGN, COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM. CITY WILL PROVIDE SIGN BASES. SEE DETAIL 5, SHEET C2.0 FOR SIGN BASE DETAIL.
- UTILITY IMPROVEMENTS**
- (U01) INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS. APPROXIMATE LOCATION SHOWN.
  - (U02) INSTALL DRYWELL PER DETAIL 7, SHEET C2.0. CONNECT ROOF DRAINS PER ARCH. RIM ELEV = XX (SOLID GRATE) I.E. (IN, 12" NW) = XX I.E. (IN, 4" W) = XX
  - (U03) INSTALL CATCH BASIN PER DETAIL 6, SHEET C2.0.
    - a. RIM ELEV = XX I.E. (OUT) = XX
    - b. RIM ELEV = XX I.E. (OUT) = XX
  - (U04) INSTALL 12"Ø D3034 PVC PIPE @ S=2.0% MIN. 3.0' MINIMUM COVER.
  - (U05) CUT, CAP, AND REMOVE EXISTING SERVICE AT WATER MAIN. INSTALL NEW WATER SERVICE. NEW SERVICE SIZE TO BE DETERMINED BY PLUMBING ENGINEER.
  - (U06) RETAIN, PROTECT, UTILIZE EXISTING 4"Ø SEWER SERVICE.
  - (U07) INSTALL DRYWELL PER DETAIL 9, SHEET C2.0. RIM ELEV = XX (SOLID GRATE) I.E. (IN) = XX
  - (U08) ALL EXISTING COMMUNICATIONS INFRASTRUCTURE SHALL BE RELOCATED UNDERGROUND.

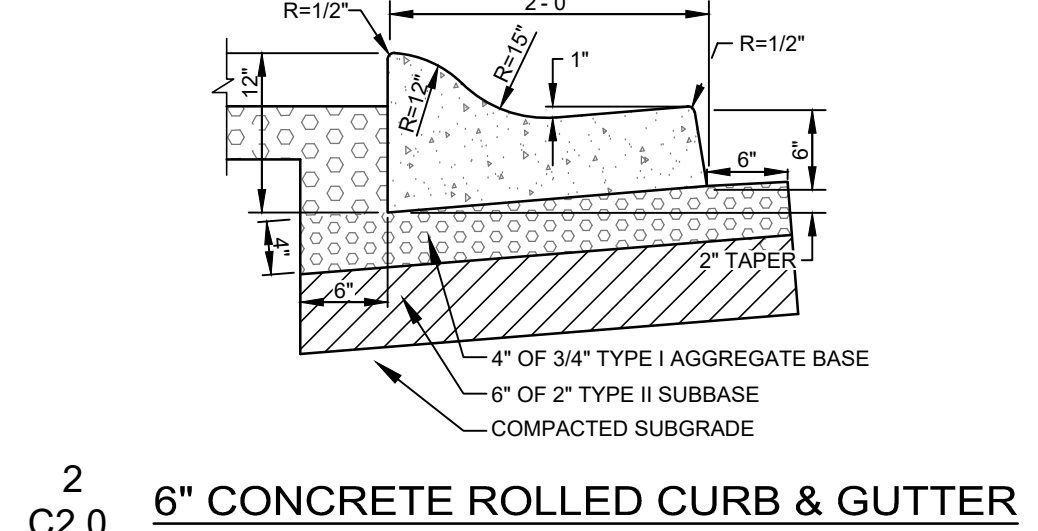
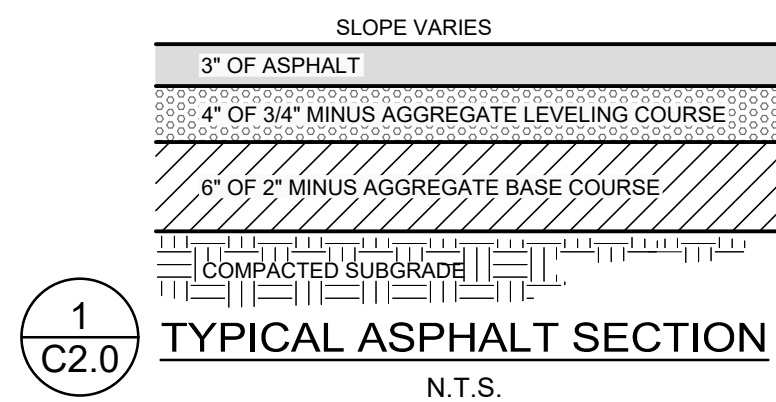
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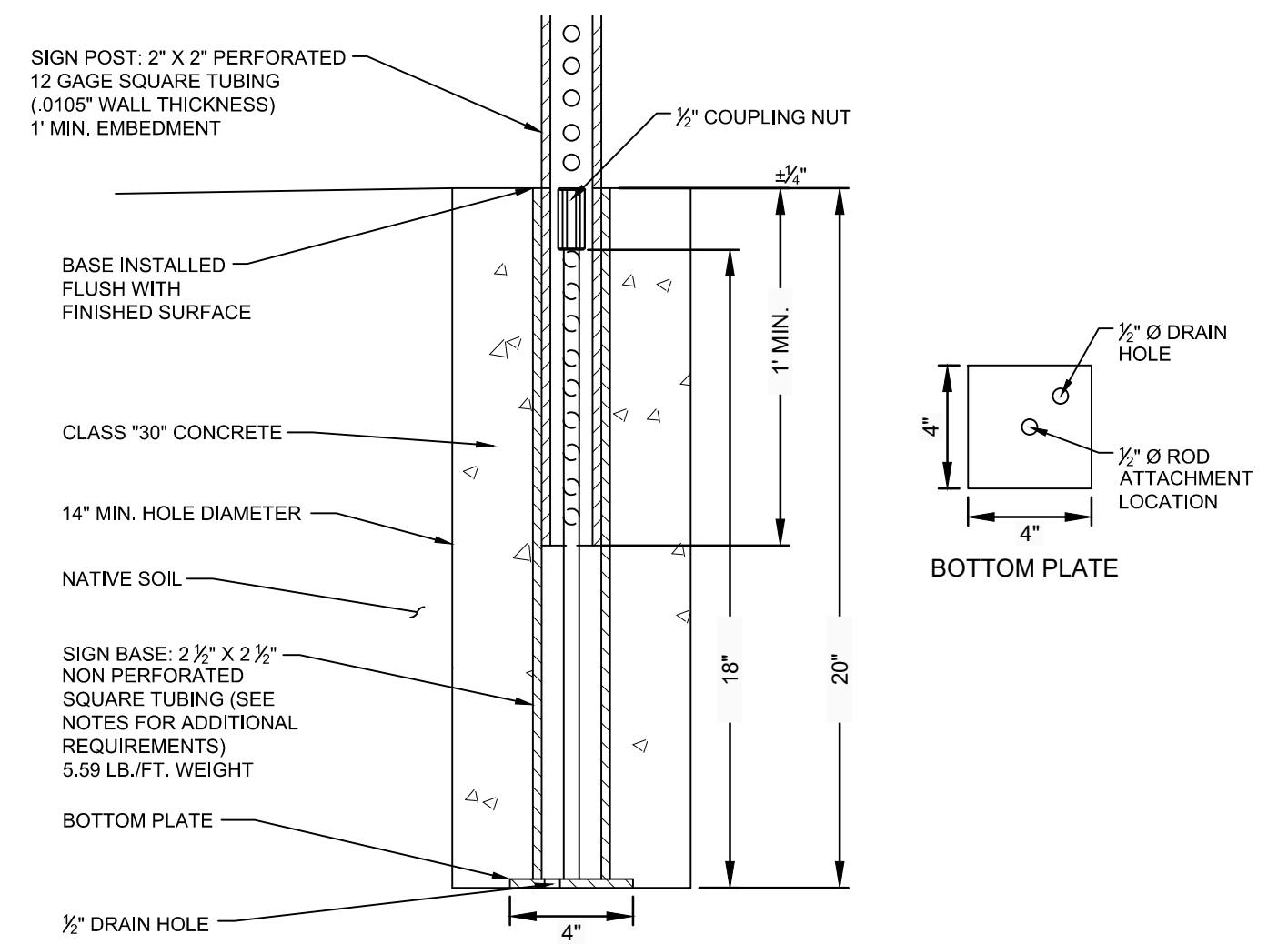
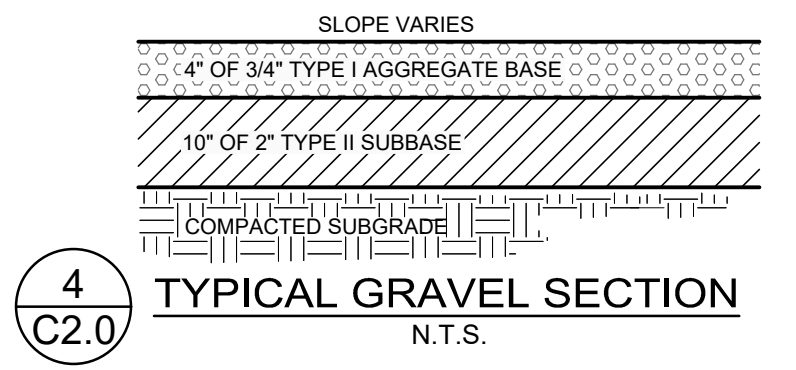
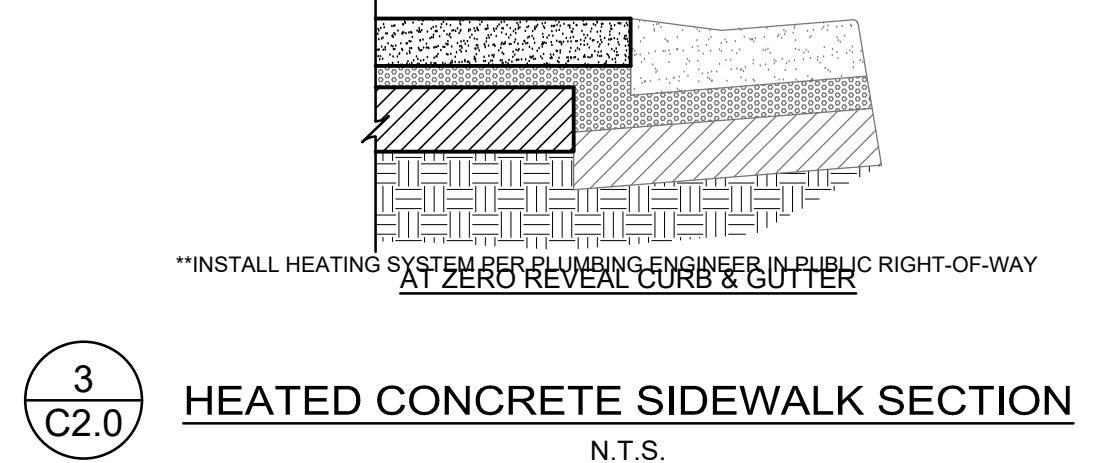
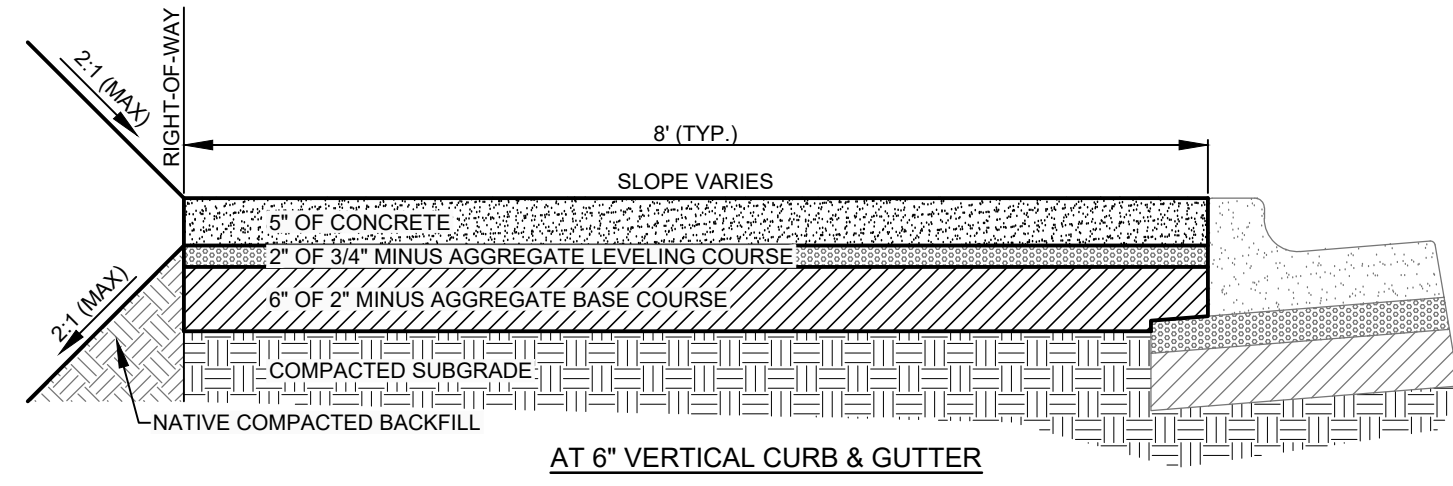
C1.0

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

PROJECT INFORMATION  
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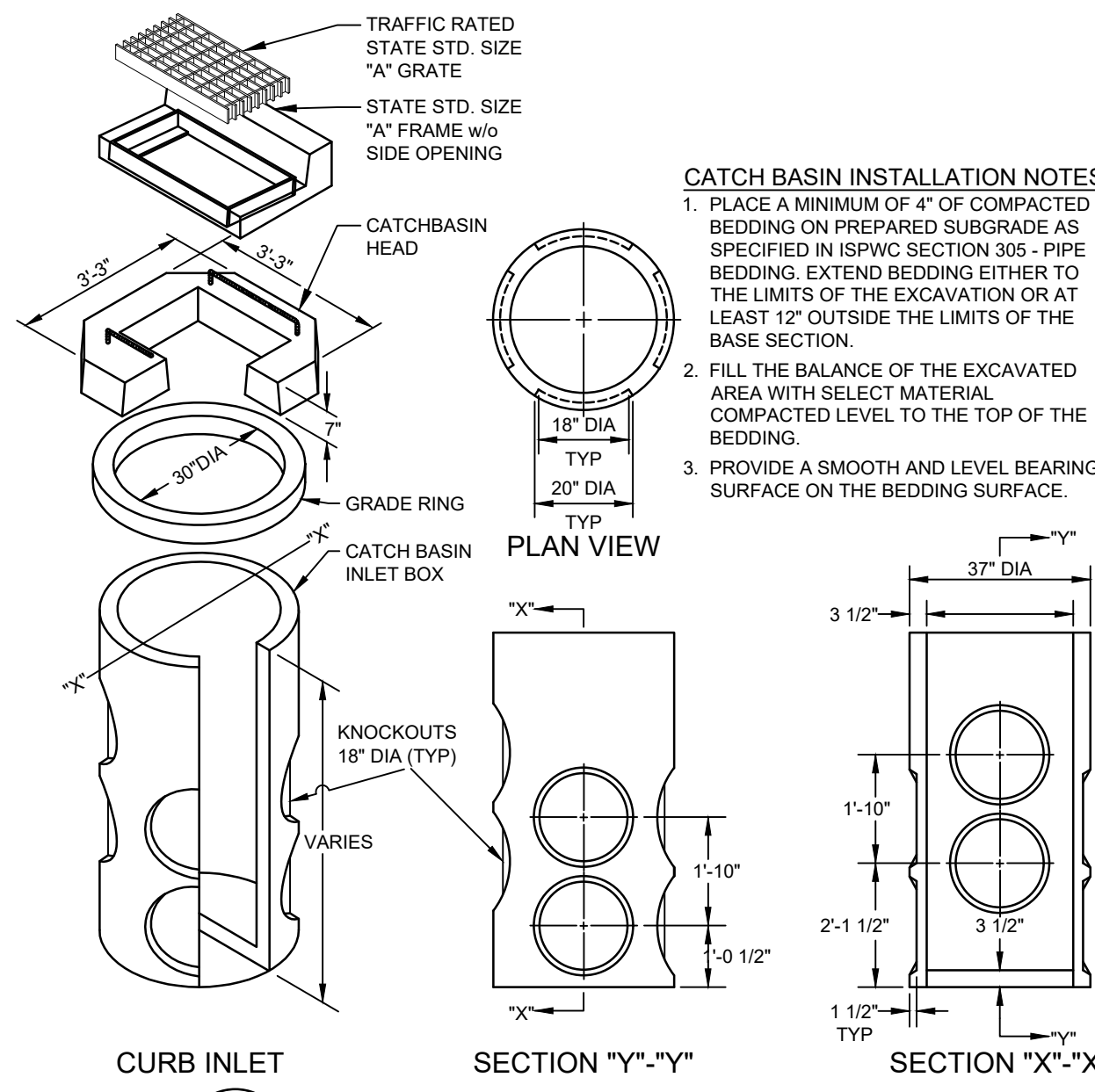
- NOTES:**
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



- NOTES:**
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  - ALL INSTALLATIONS SHALL HAVE 14\"/>
- SIGN BASE MATERIAL & DIMENSION REQUIREMENTS**  
 2 1/2\"/>

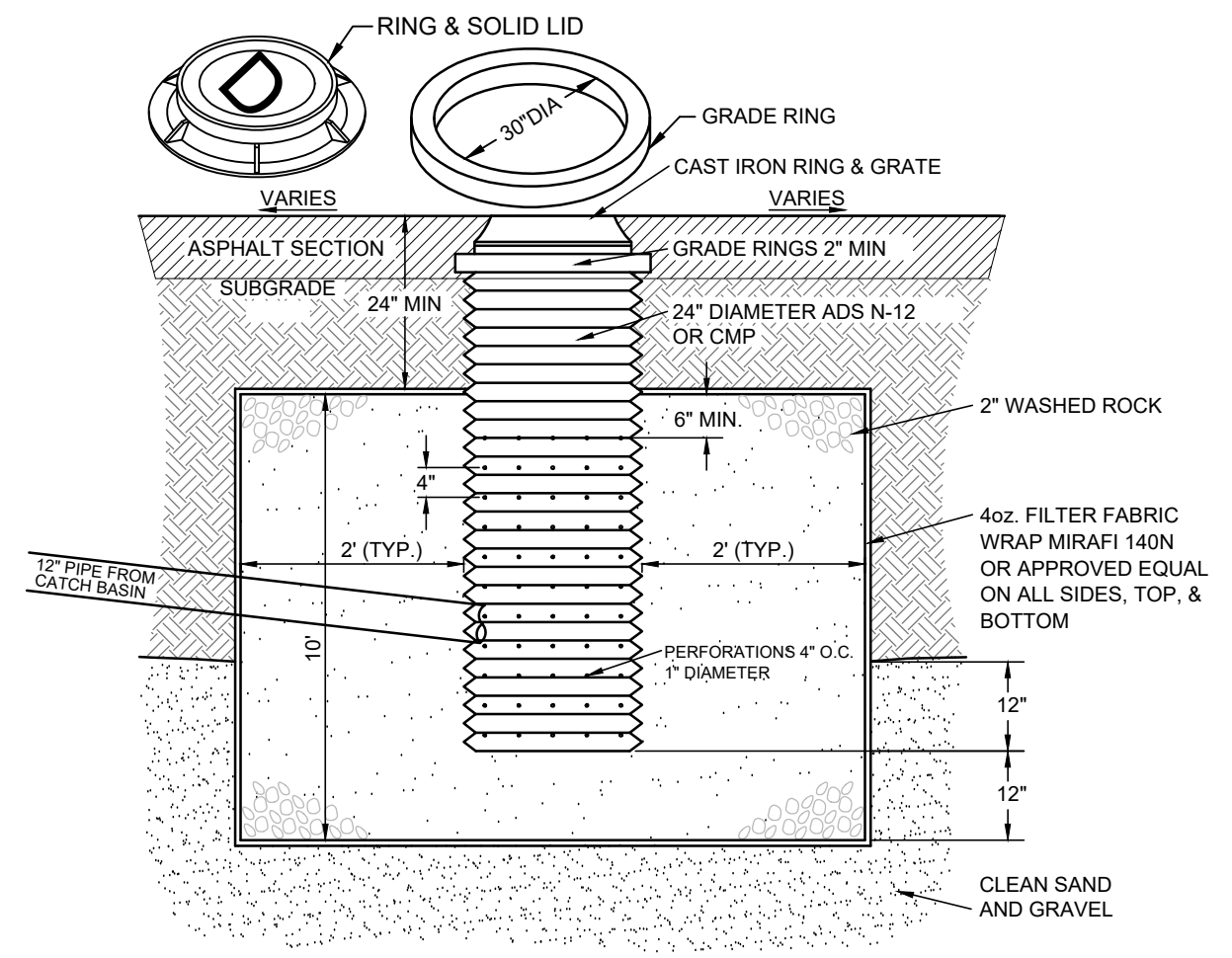
**INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS**  
 1/2\"/>

**BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS**  
 4\"/>

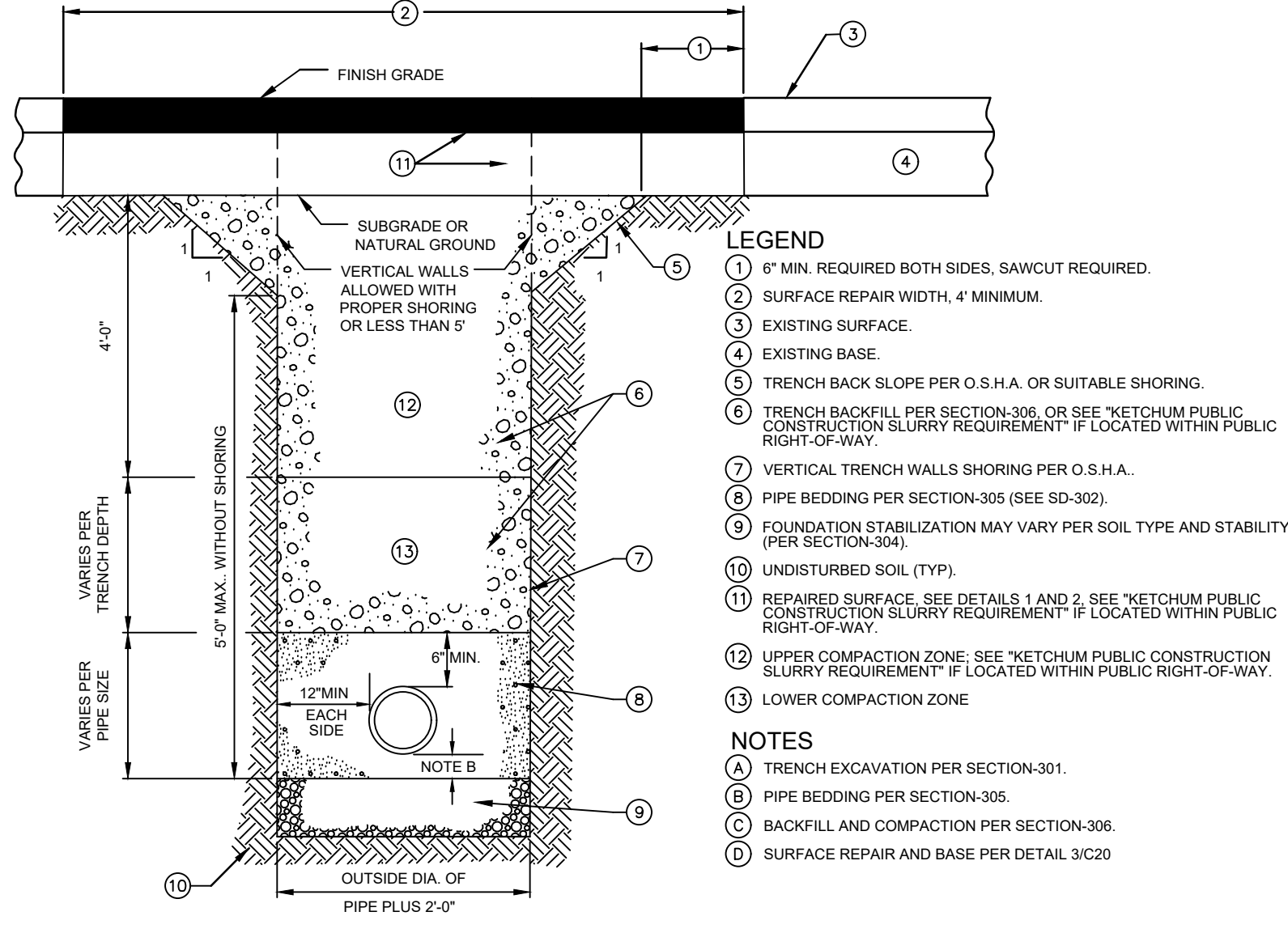


**CATCH BASIN INSTALLATION NOTES:**

- PLACE A MINIMUM OF 4\"/>



NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24\"/>



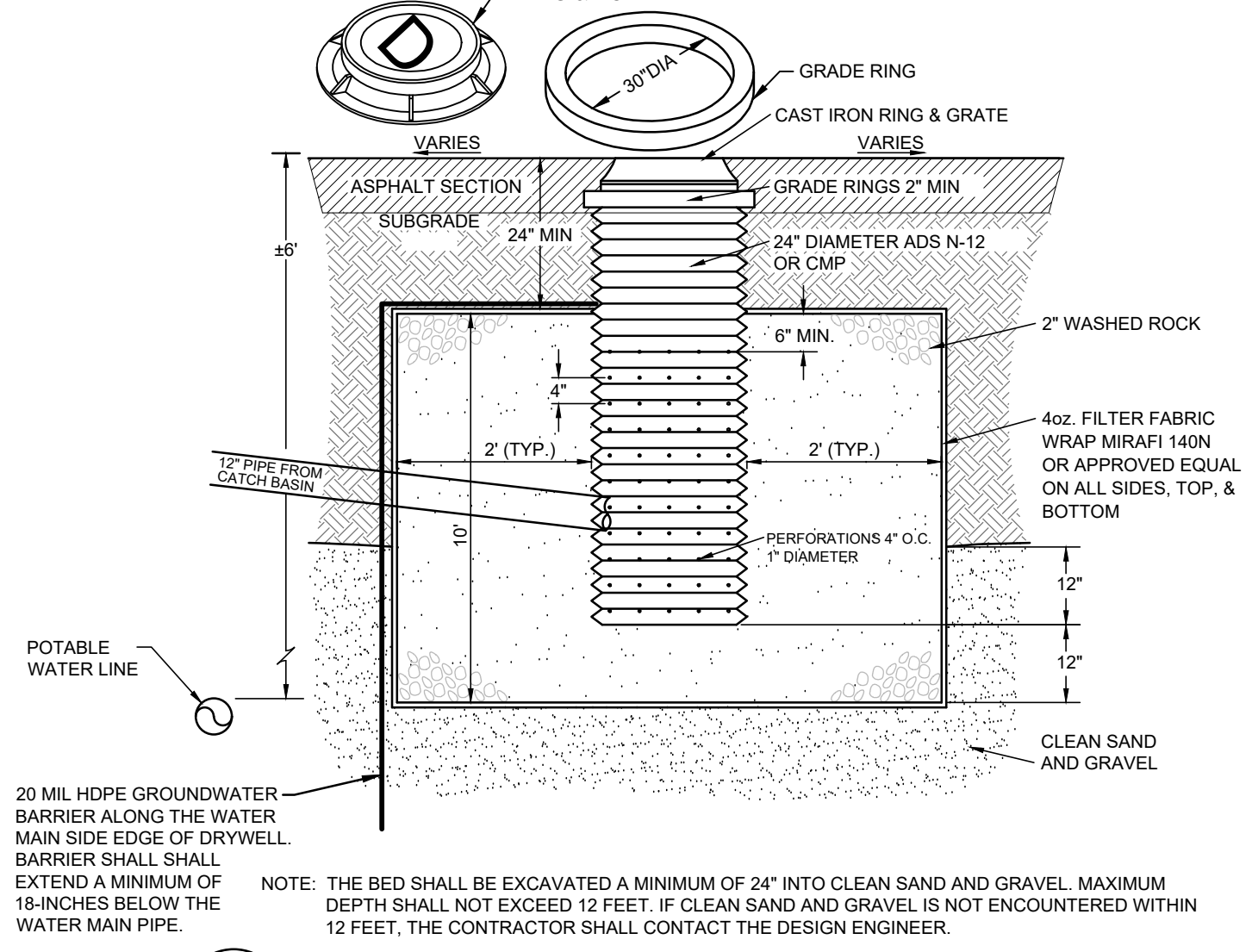
- LEGEND**
- 6\"/>
- NOTES**
- TRENCH EXCAVATION PER SECTION-301.
  - PIPE BEDDING PER SECTION-305.
  - BACKFILL AND COMPACTION PER SECTION-306.
  - SURFACE REPAIR AND BASE PER DETAIL 3C20

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

COARSE AGGREGATE (3/4\"/>	
SAND	: 800 LBS
PORTLAND CEMENT	: 84 LBS
WATER	: 11 GAL. (MAX.)

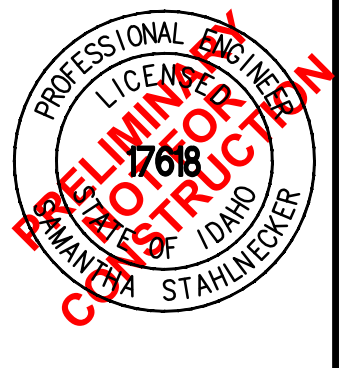
WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

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



NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24\"/>

**LAYOUT, GRADING, AND DRAINAGE PLAN**  
**760 N WASHINGTON AVENUE**  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR GALENA PEAK PARTNERS / HOLLIS RUMPFELT ARCHITECTS



SKS  
 DESIGNED BY  
 SKS  
 DRAWN BY  
 SMF  
 CHECKED BY

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

PURPOSE: FINAL DESIGN REVIEW- AUGUST 17, 2021

NO.	DATE	BY	REVISIONS
1	10/12/2021	SKS	RESPONSE TO 10/8/21 CITY COMMENTS

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General Notes

1. Base map information taken from survey by Galena Engineering and from on-site information. Architectural information provided by Hollis Partners Architects dated 05/26/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

Plan Legend

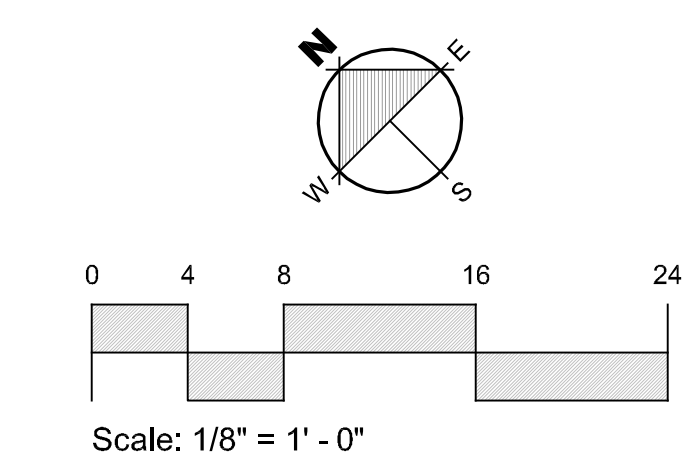
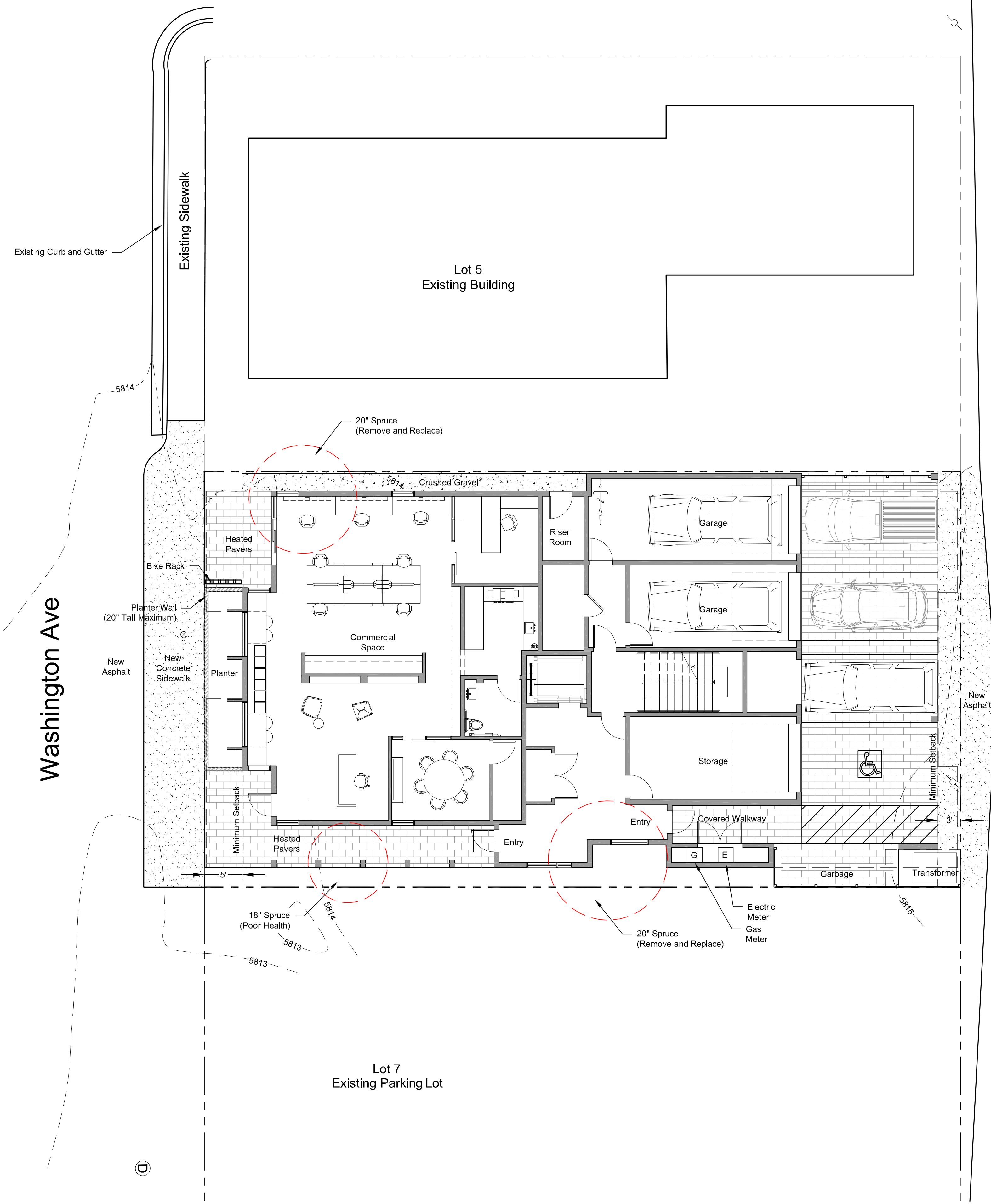
	Property Line
	Minimum Setback
	Utilities
	Sewer Manhole
	Water Meter
	Pavers
	Asphalt
	Crushed Gravel

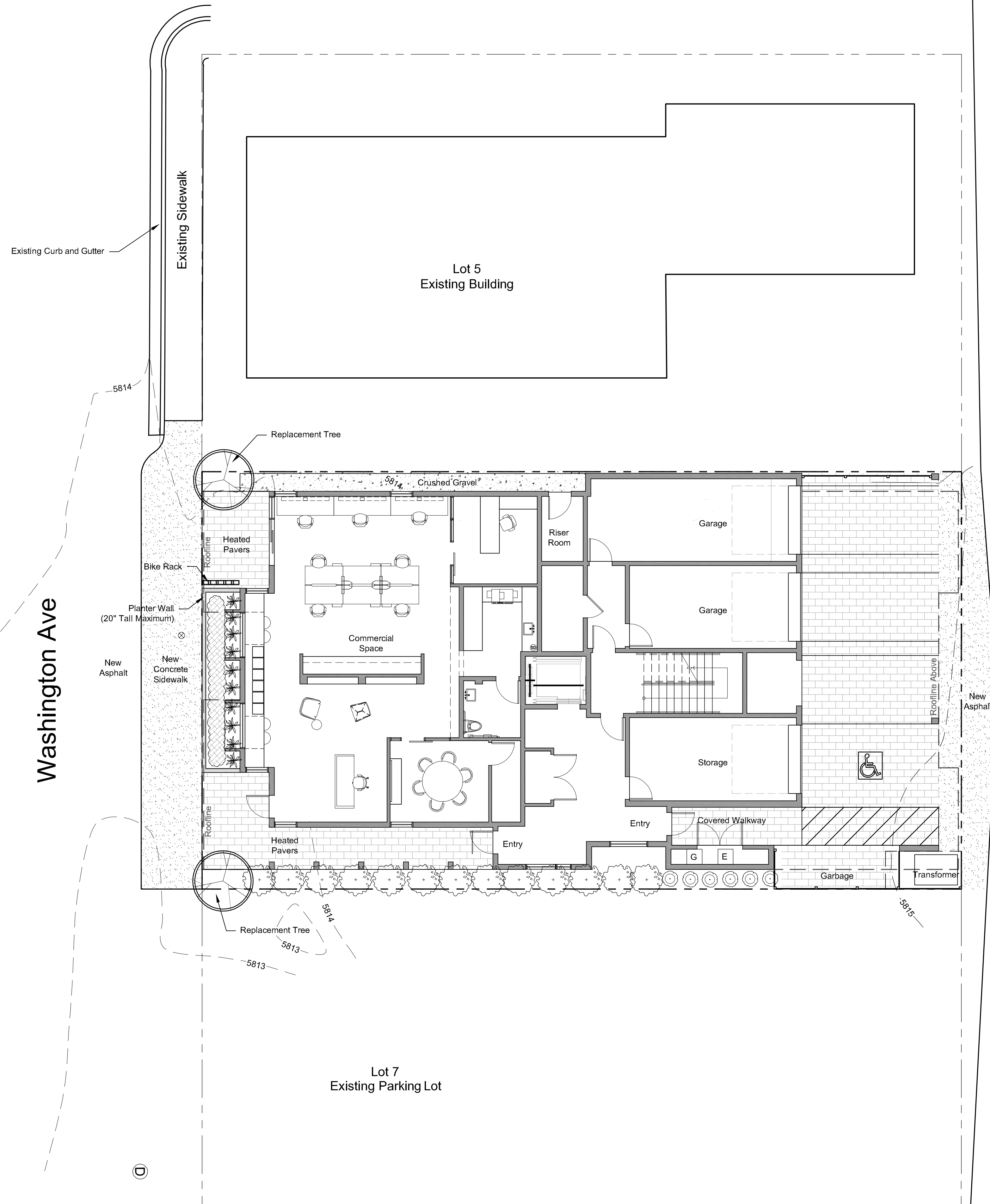
Existing Tree Legend

	Existing Tree To Be Removed
--	-----------------------------

Notes

All Walkways On Private Property Will Have Radiant Heating Under The Paver System





**General Notes**

1. Base map information taken from survey by Galena Engineering and from on-site information. Architectural information provided by Hollis Partners Architects dated 05/26/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
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**Landscape Plan Notes**

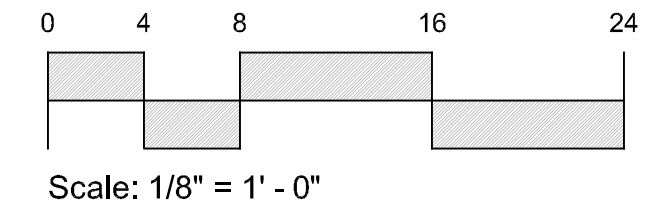
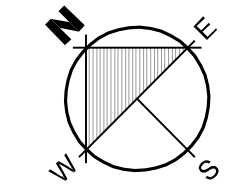
1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.

**Plan Legend**

- Property Line
- - - 5787 - - - Existing Contour
- [PB] [G] Utilities
- [Pattern] Pavers
- [Pattern] Asphalt
- [Pattern] Crushed Gravel

**Plant Legend**

Sym.	Qty.	Species	Size
	2	<b>Street Trees</b> Autumn Blaze Maple	3" Cal.
	4	<b>Medium Trees</b> Swedish Aspen	2-1/2" Cal.
	25	<b>Deciduous Shrubs</b> Common Purple Lilac	5 Gal.
	10	<b>Ornamental Grasses</b> Blue Oat	1 Gal.
	15	<b>Perennial Flowers</b> Various	1 Gal.



760  
Washington  
Ave

EGGERS ASSOCIATES, P.A.  
Landscape Architecture  
T: (208) 725-0988  
F: (208) 725-0972  
P.O. Box 953  
Ketchum, ID 83740

760 Washington Ave  
Lot 6 Block 33  
Ketchum, Idaho

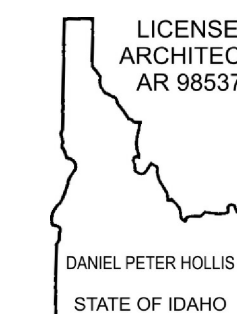
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Issue/Revisions	Date:
Pre-App	06/08/21
Design Review	07/25/21
Revised	08/17/21
	10/11/21

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Sheet Title:  
**Landscape  
Plan**

Sheet No:  
**L2**



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REVISION DATE

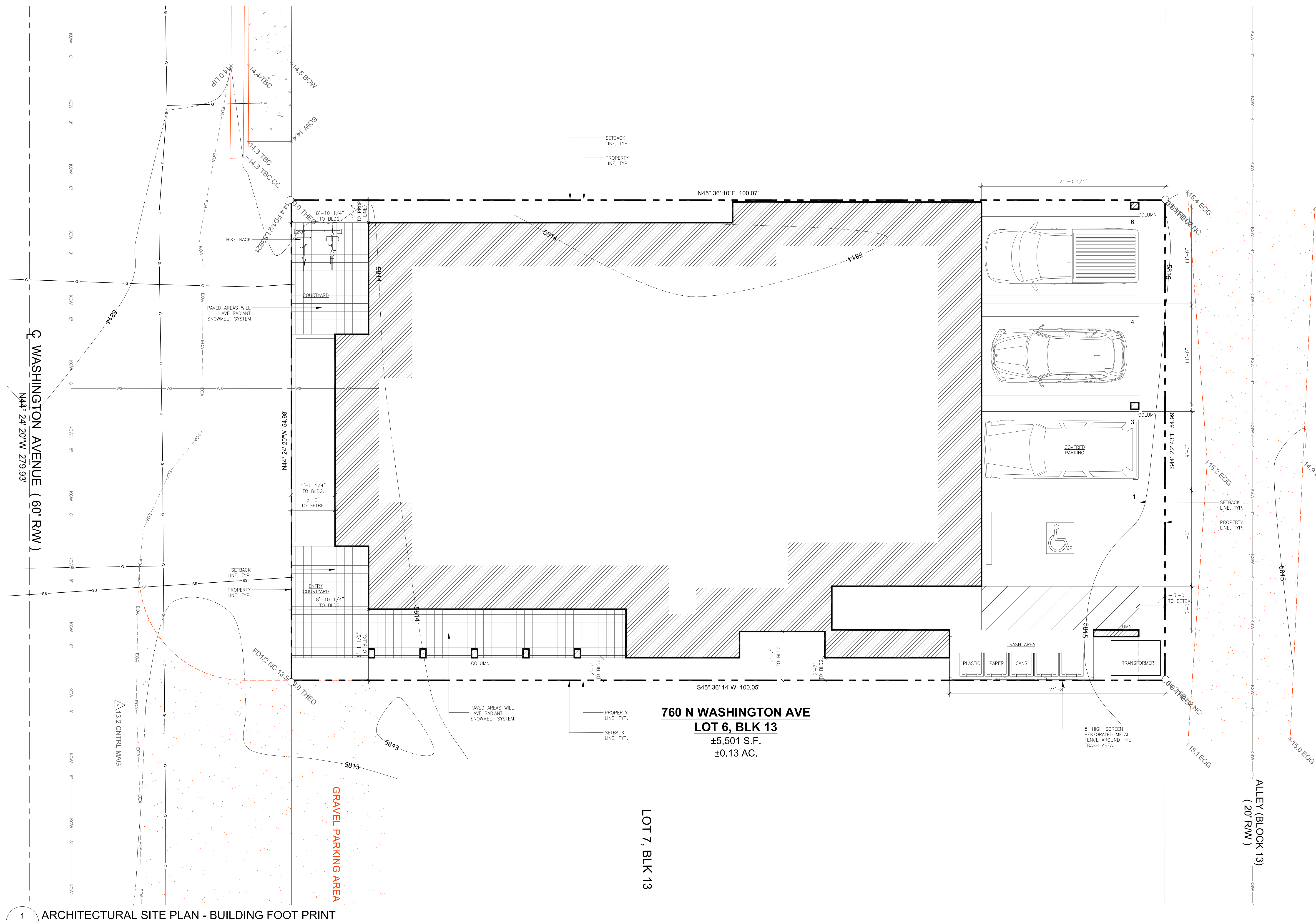
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DR ADD.	06/09/21
100% DD	05/07/21
D.REVIEW	03/23/21
ISSUE/DATE	SCHEMATIC 03/16/21
DRAWN BY	DPH,JJR
CHECKED BY	DPH,JJR
DATE	02/15/21
JOB NO.	1076

**760  
 N. Washington  
 Ave**

760 N. WASHINGTON AVE,  
 KETCHUM, IDAHO

**ARCHITECTURAL  
 SITE PLAN**

**A 1.1**  
 CATEGORY SEQUENCE



**760 N WASHINGTON AVE  
 LOT 6, BLK 13**  
 ±5,501 S.F.  
 ±0.13 AC.

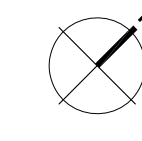
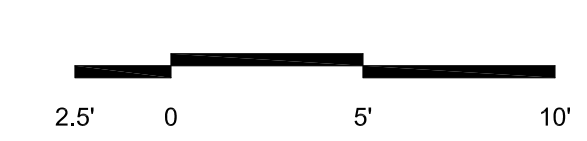
LOT 7, BLK 13

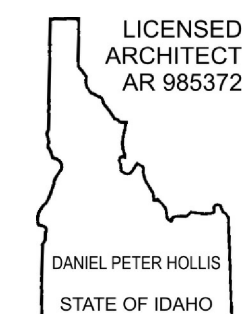
**1 ARCHITECTURAL SITE PLAN - BUILDING FOOT PRINT**

A1.1 SCALE: 1" = 5'

NOTES:

- ALL DIMENSIONS / TAKEOFFS TO BE VERIFIED IN THE FIELD BY CONTRACTOR
- SIDEWALK SNOW REMOVAL IN THE R.O.W IS THE RESPONSIBILITY OF THE HOA.





THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION

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REVISION DATE

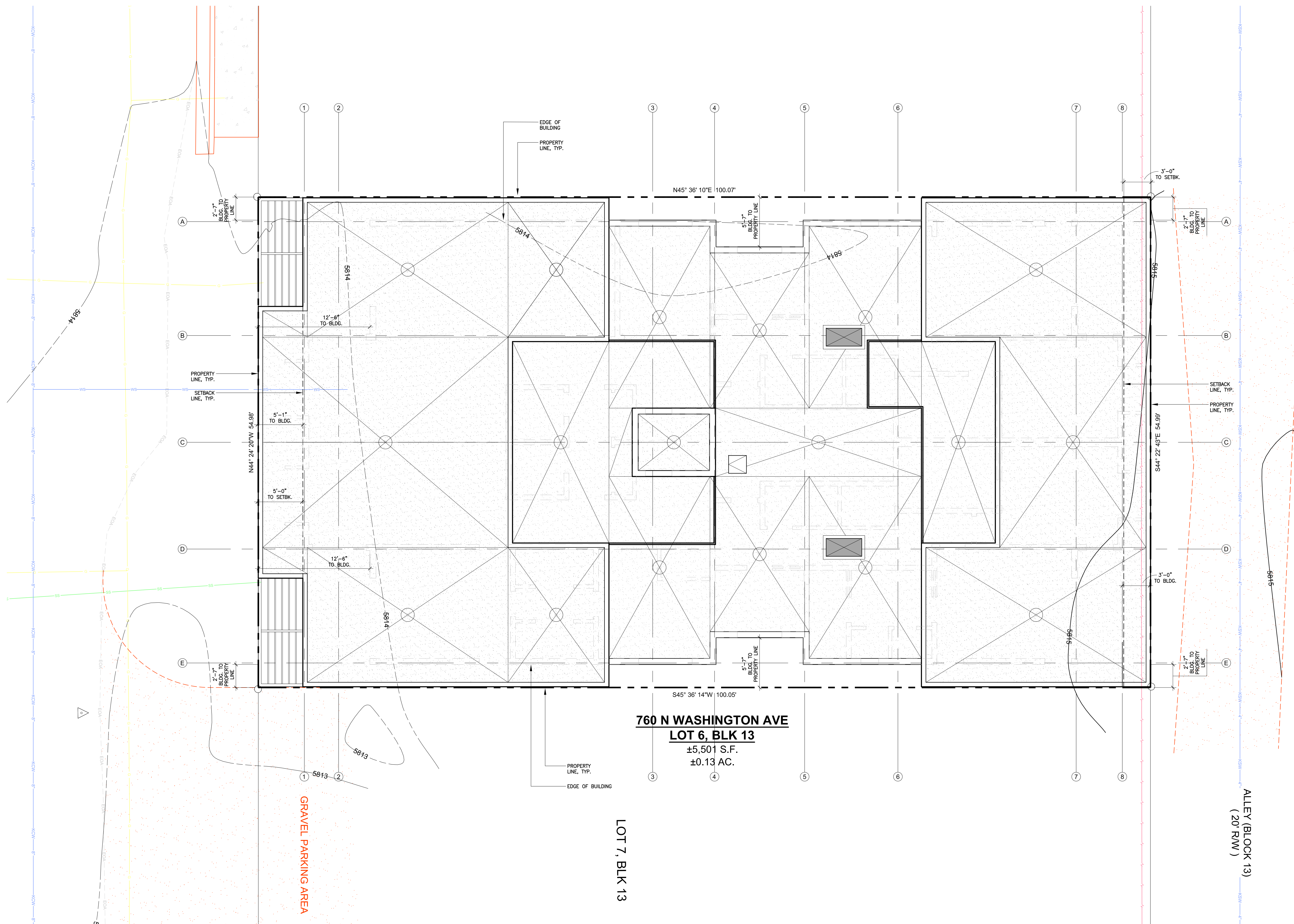
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100% DD	05/07/21
D.REVIEW	03/23/21
ISSUE/DATE	SCHEMATIC 03/16/21
DRAWN BY	DPH,JJR
CHECKED BY	DPH,JJR
DATE	02/15/21
JOB NO.	1076

**760  
 N. Washington  
 Ave**

760 N. WASHINGTON AVE,  
 KETCHUM, IDAHO

**ARCHITECTURAL  
 SITE PLAN**

**A 1.2**  
 CATEGORY SEQUENCE



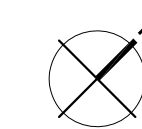
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 ±0.13 AC.

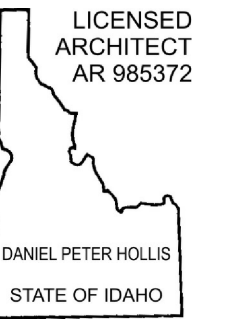
LOT 7, BLK 13

ALLEY (BLOCK 13)  
 (20' RW)

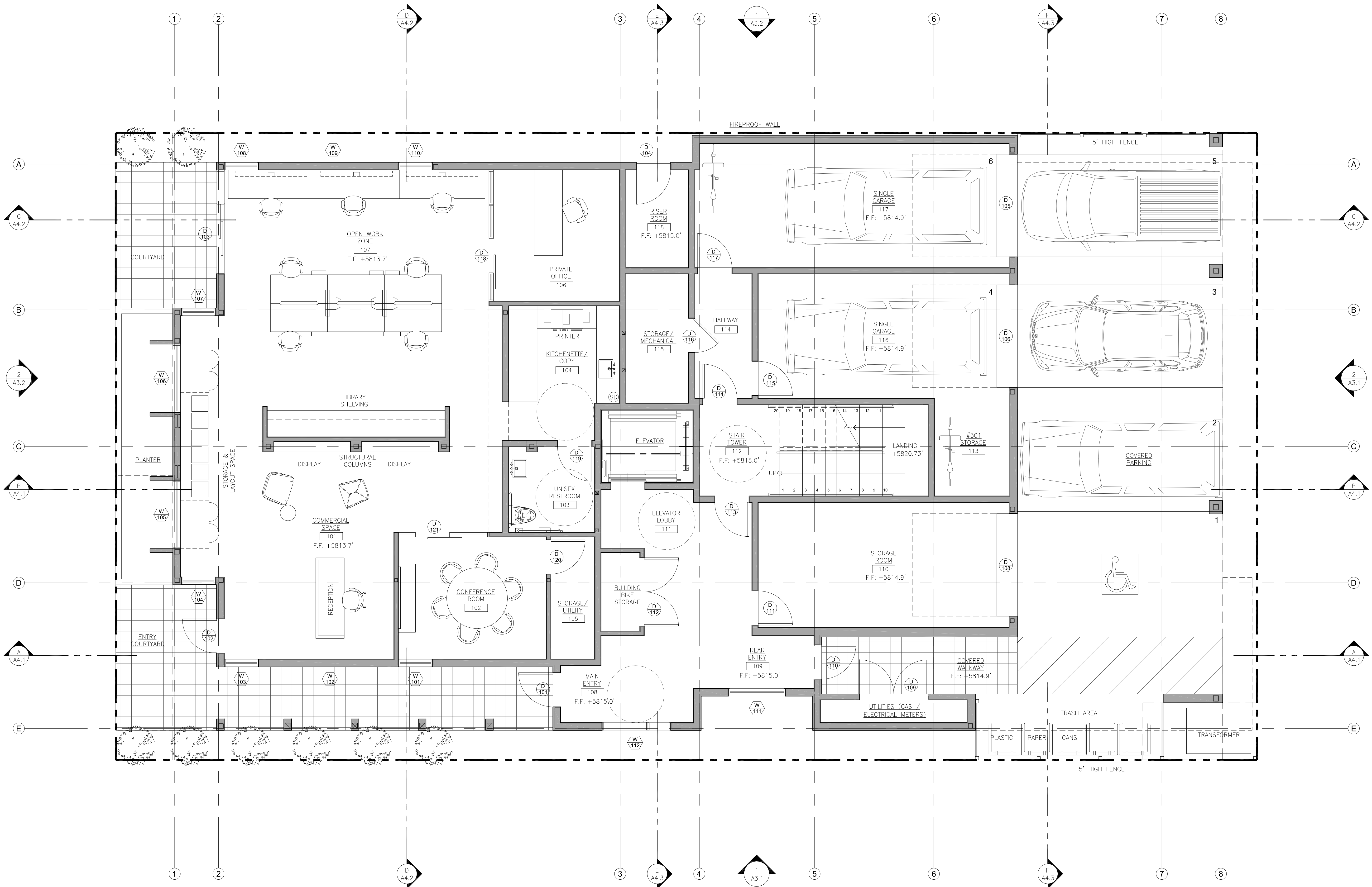
GRAVEL PARKING AREA

**1 ARCHITECTURAL SITE PLAN - OVERALL**  
 A1.2 SCALE: 1" = 5'

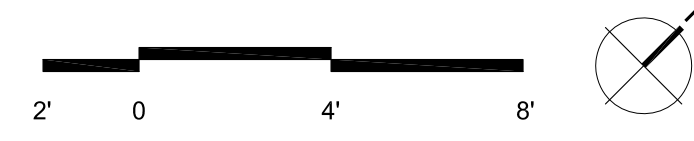




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**1** FIRST FLOOR PLAN  
 A2.1 SCALE: 1/4" = 1'-0"



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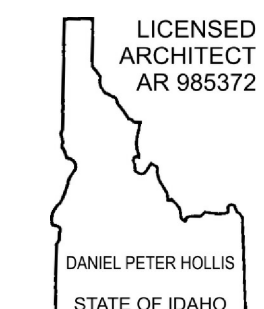
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**760**  
**N. Washington**  
**Ave**

760 N. WASHINGTON AVE,  
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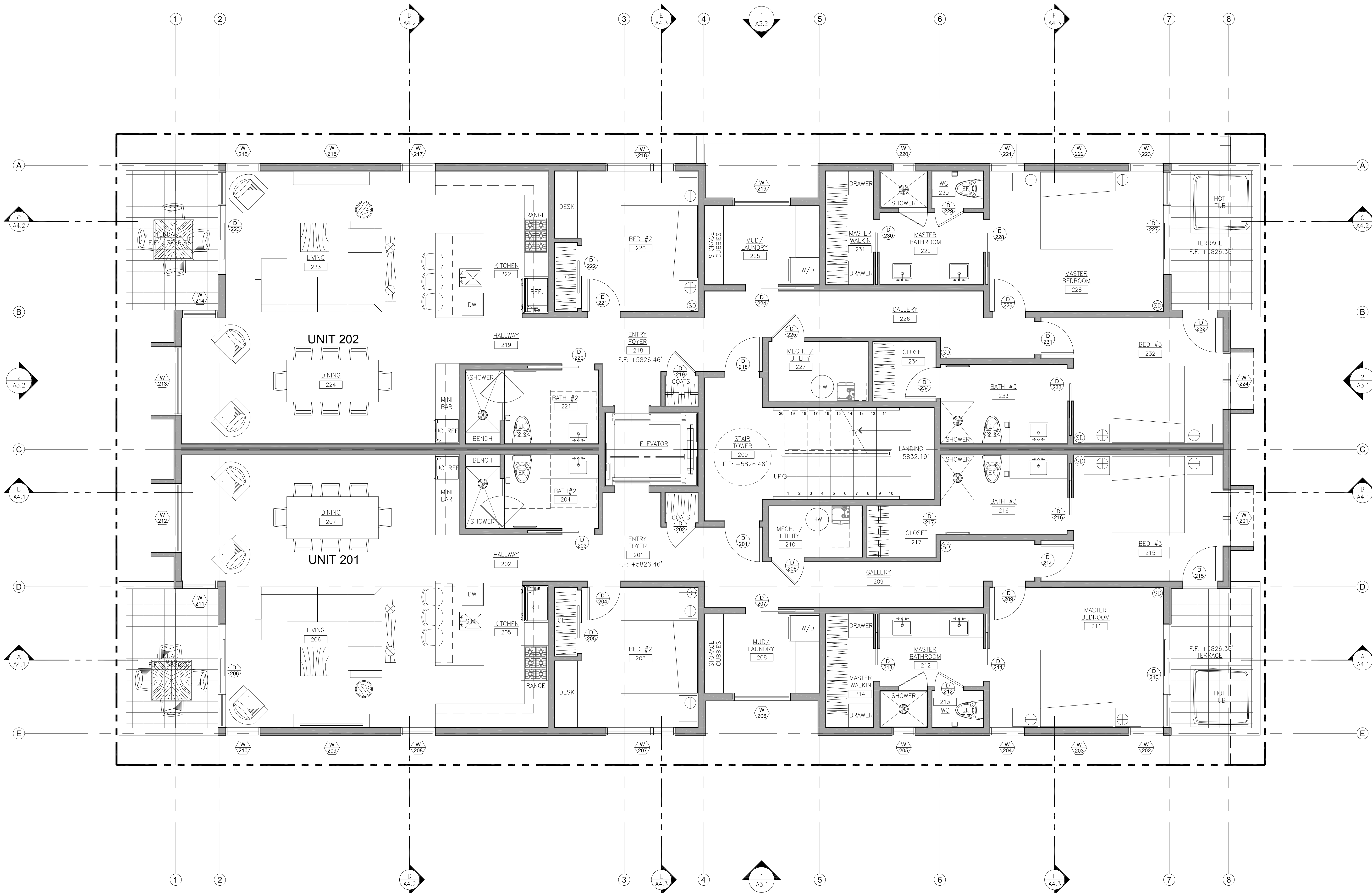
**ARCHITECTURAL**  
**FLOOR PLANS**

**A** **2.1**  
 CATEGORY SEQUENCE

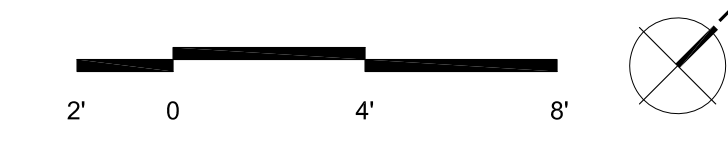


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**1 SECOND FLOOR PLAN**  
**A2.2** SCALE: 1/4" = 1'-0"



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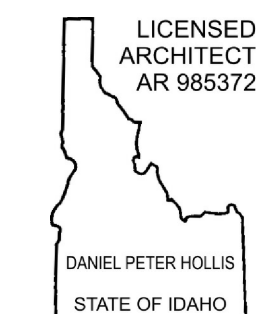
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**FLOOR PLANS**

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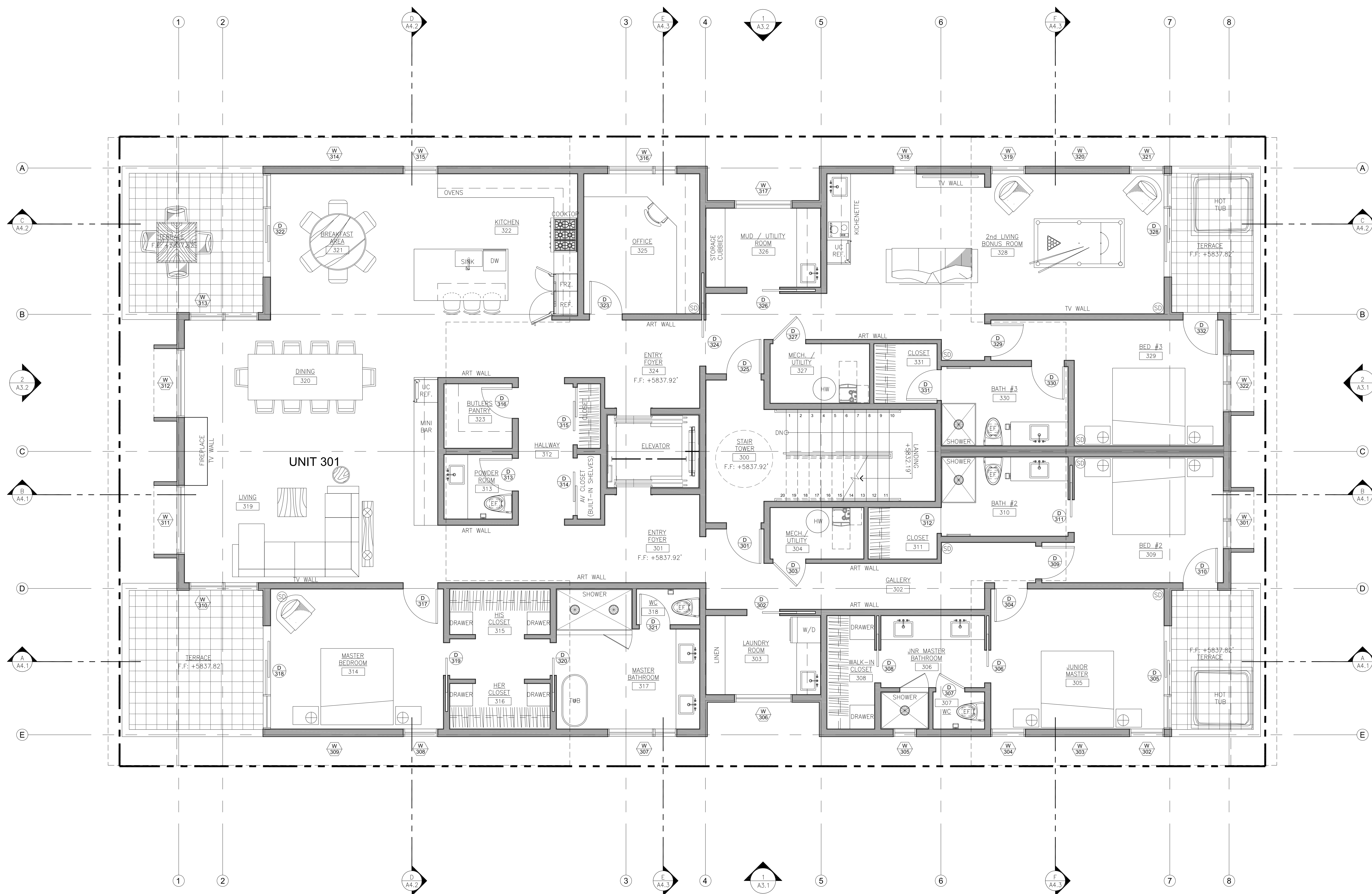
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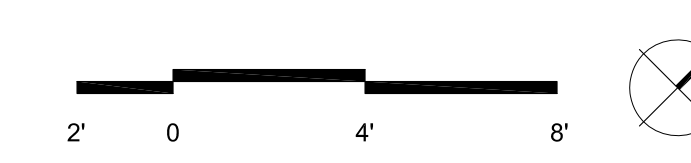
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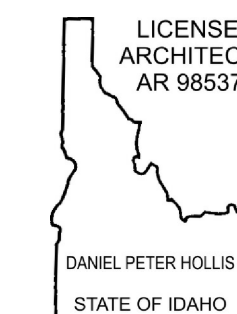
**ARCHITECTURAL**  
**FLOOR PLANS**

**A** **2.3**  
 CATEGORY SEQUENCE



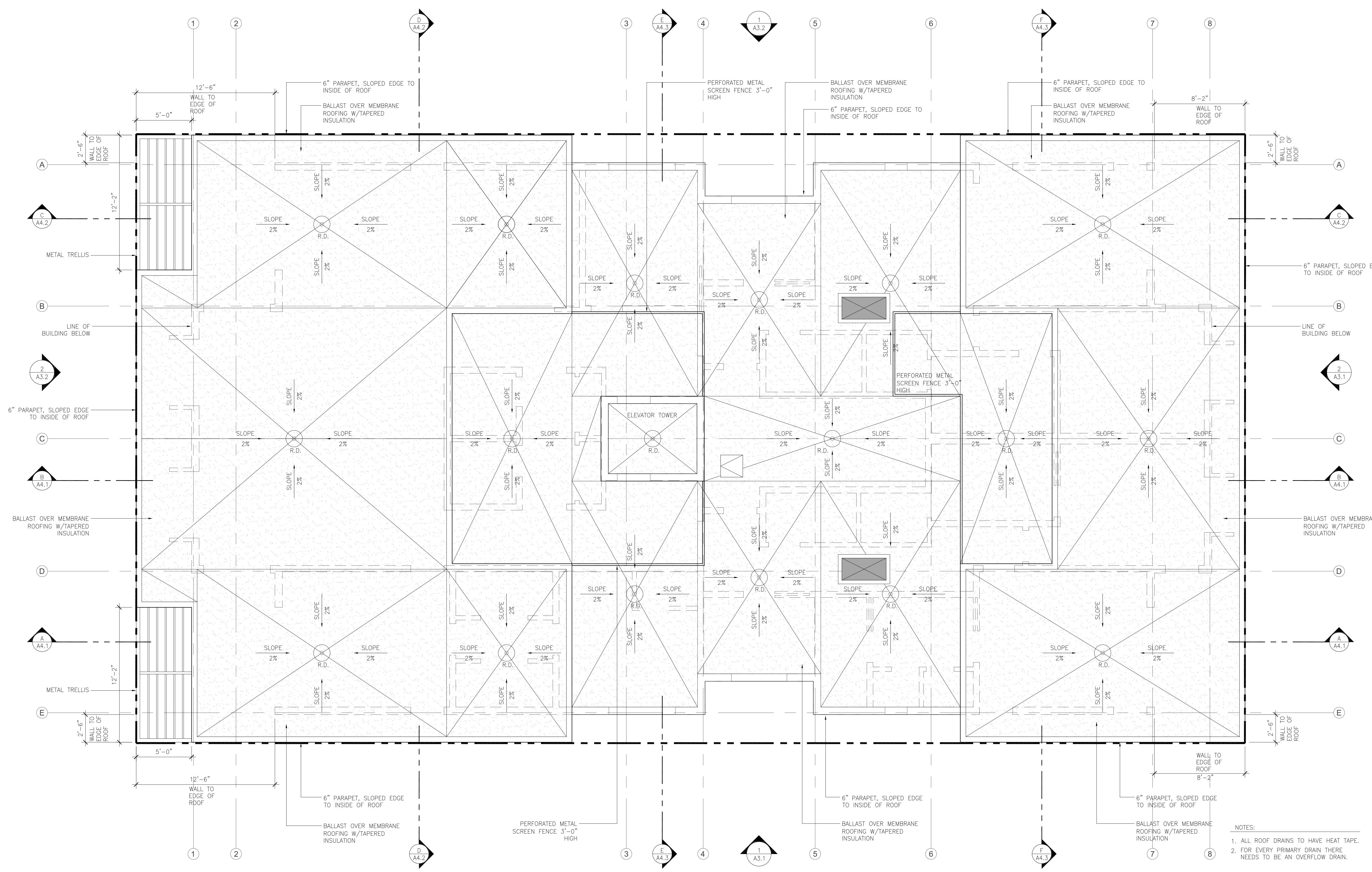
**1** **THIRD FLOOR PLAN**  
**A2.3** SCALE: 1/4" = 1'-0"





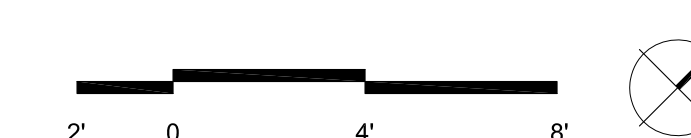
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**1 ROOF PLAN**  
 A2.7 SCALE: 1/4" = 1'-0"

- NOTES:
1. ALL ROOF DRAINS TO HAVE HEAT TAPE.
  2. FOR EVERY PRIMARY DRAIN THERE NEEDS TO BE AN OVERFLOW DRAIN.



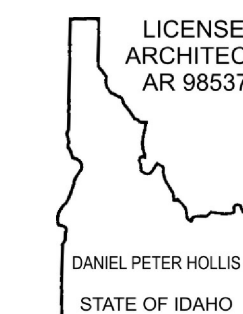
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**ARCHITECTURAL ROOF PLAN**

**A 2.7**  
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**2 EXTERIOR BUILDING ELEVATION-EAST**  
 A3.1 SCALE: 3/16" = 1'-0"



**1 EXTERIOR BUILDING ELEVATION-SOUTH**  
 A3.1 SCALE: 3/16" = 1'-0"

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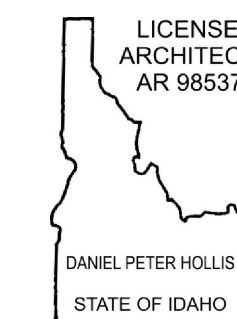
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ARCHITECTURAL  
 EXT. ELEVATIONS

**A 3.1**  
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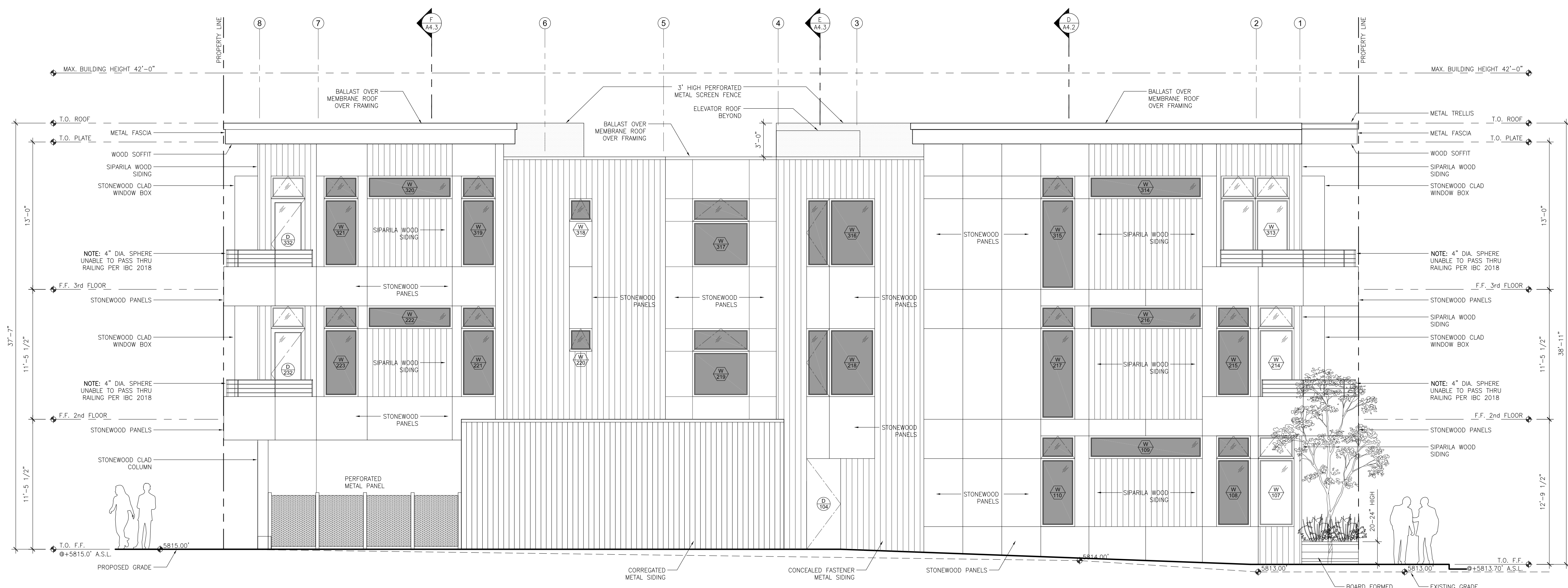




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**2 EXTERIOR BUILDING ELEVATION-WEST**  
 A3.2 SCALE: 3/16" = 1'-0"



**1 EXTERIOR BUILDING ELEVATION-NORTH**  
 A3.2 SCALE: 3/16" = 1'-0"

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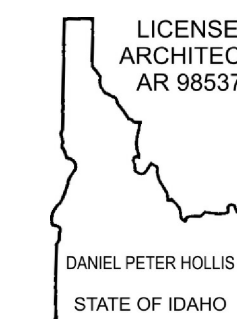
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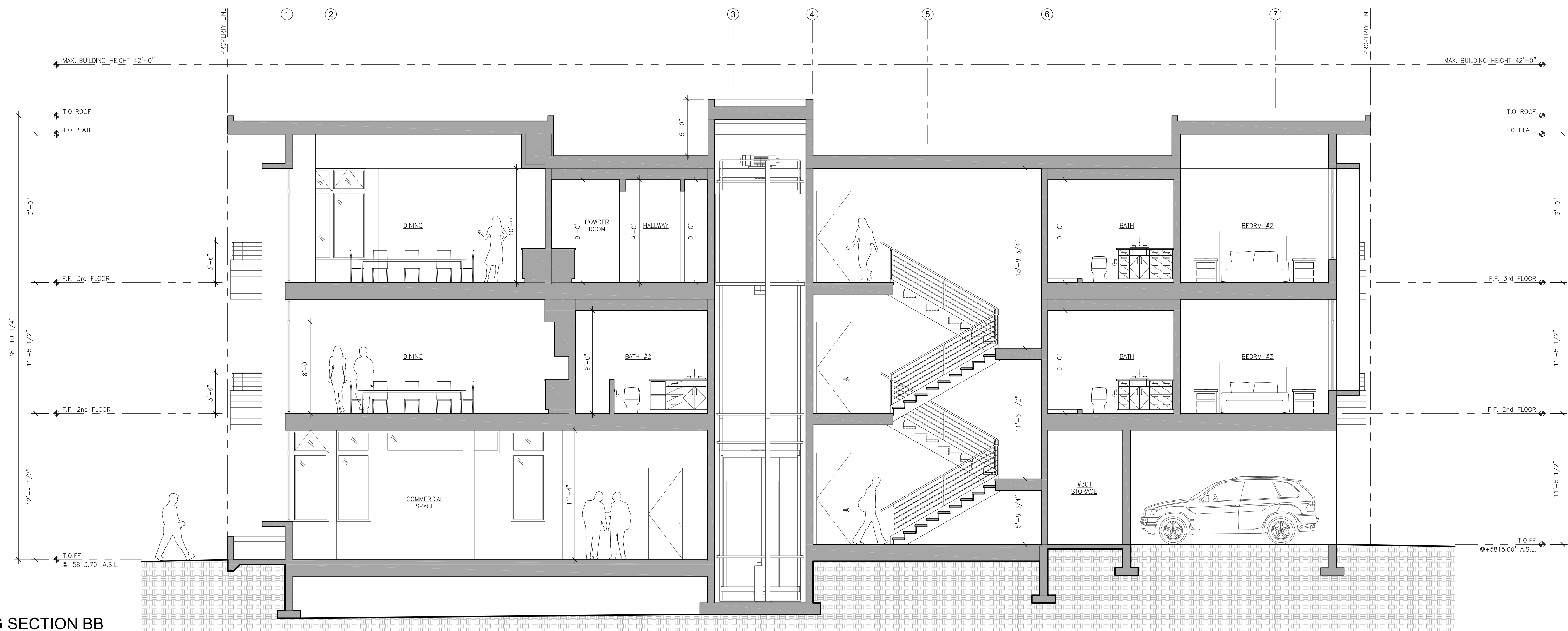
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**A 3.2**  
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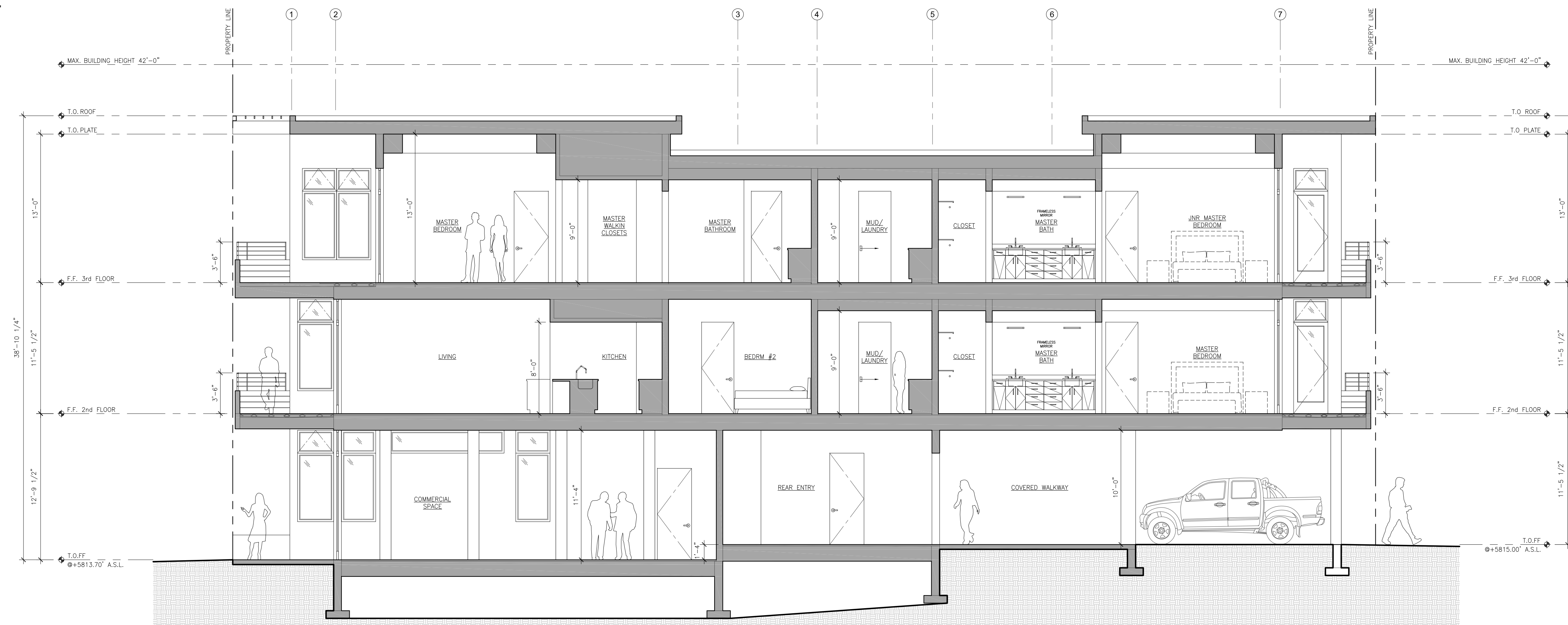




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**2 BUILDING SECTION BB**  
 A4.1 SCALE: 3/16" = 1'-0"



**1 BUILDING SECTION AA**  
 A4.1 SCALE: 3/16" = 1'-0"

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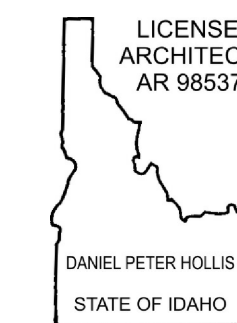
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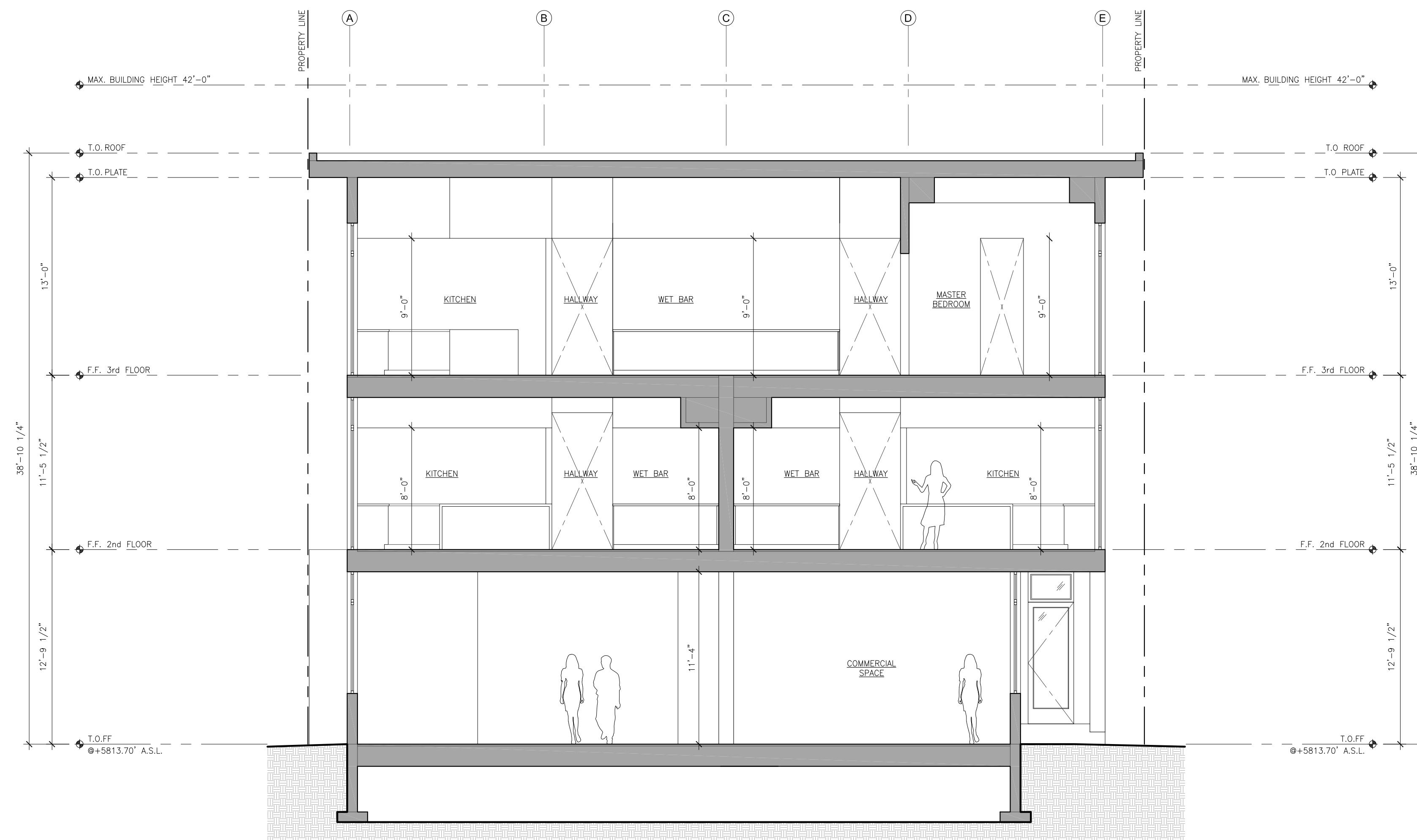
ARCHITECTURAL  
 BUILDING SECTIONS

**A 4.1**  
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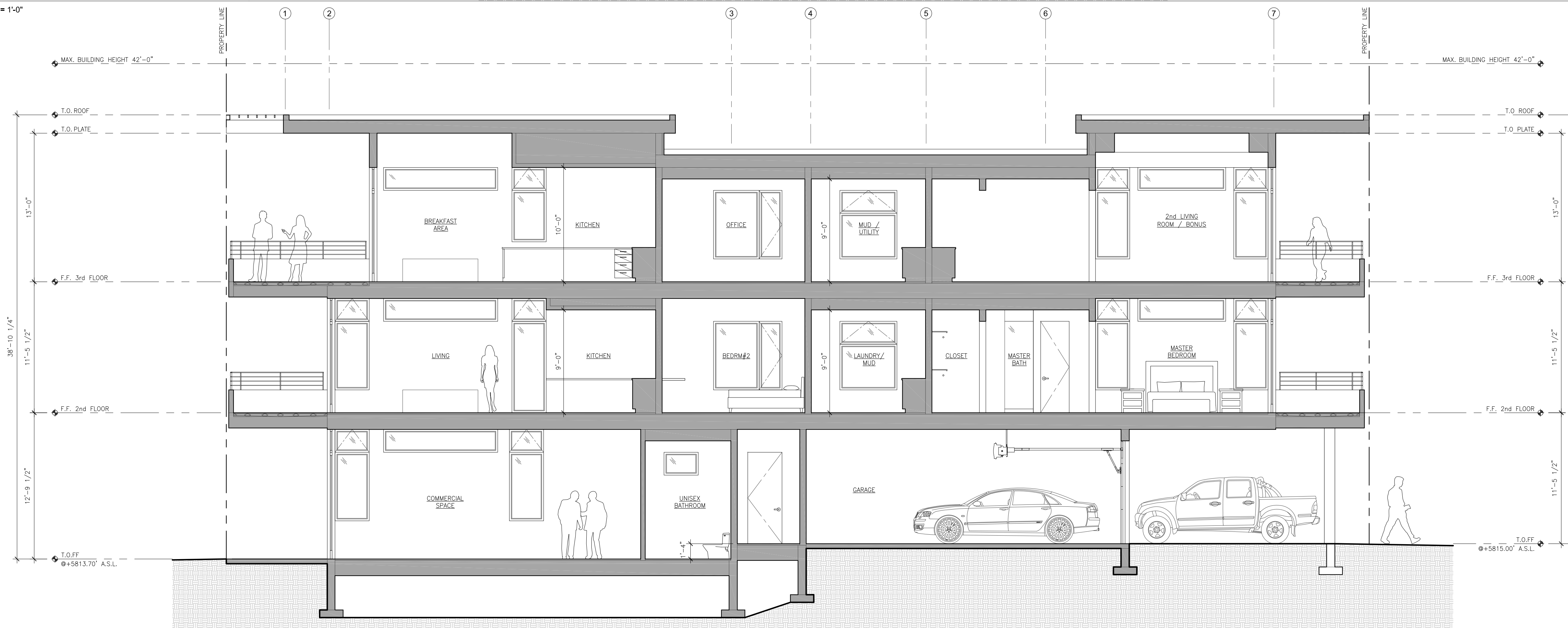




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**2 BUILDING SECTION DD**  
 A4.2 SCALE: 3/16" = 1'-0"



**1 BUILDING SECTION CC**  
 A4.2 SCALE: 3/16" = 1'-0"

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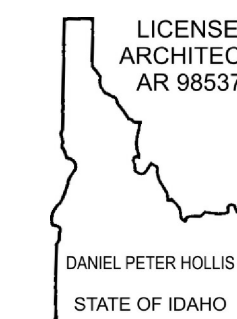
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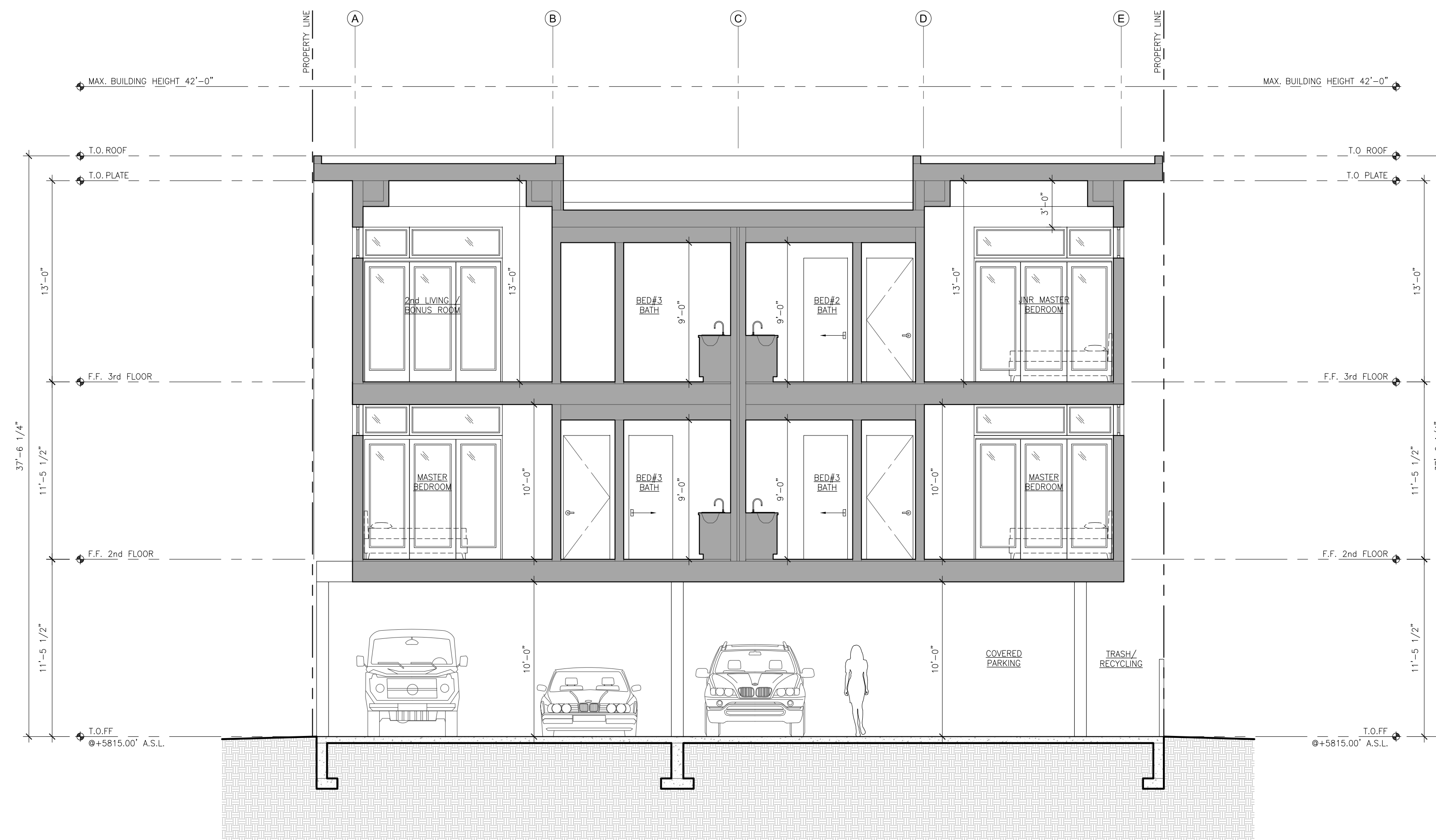
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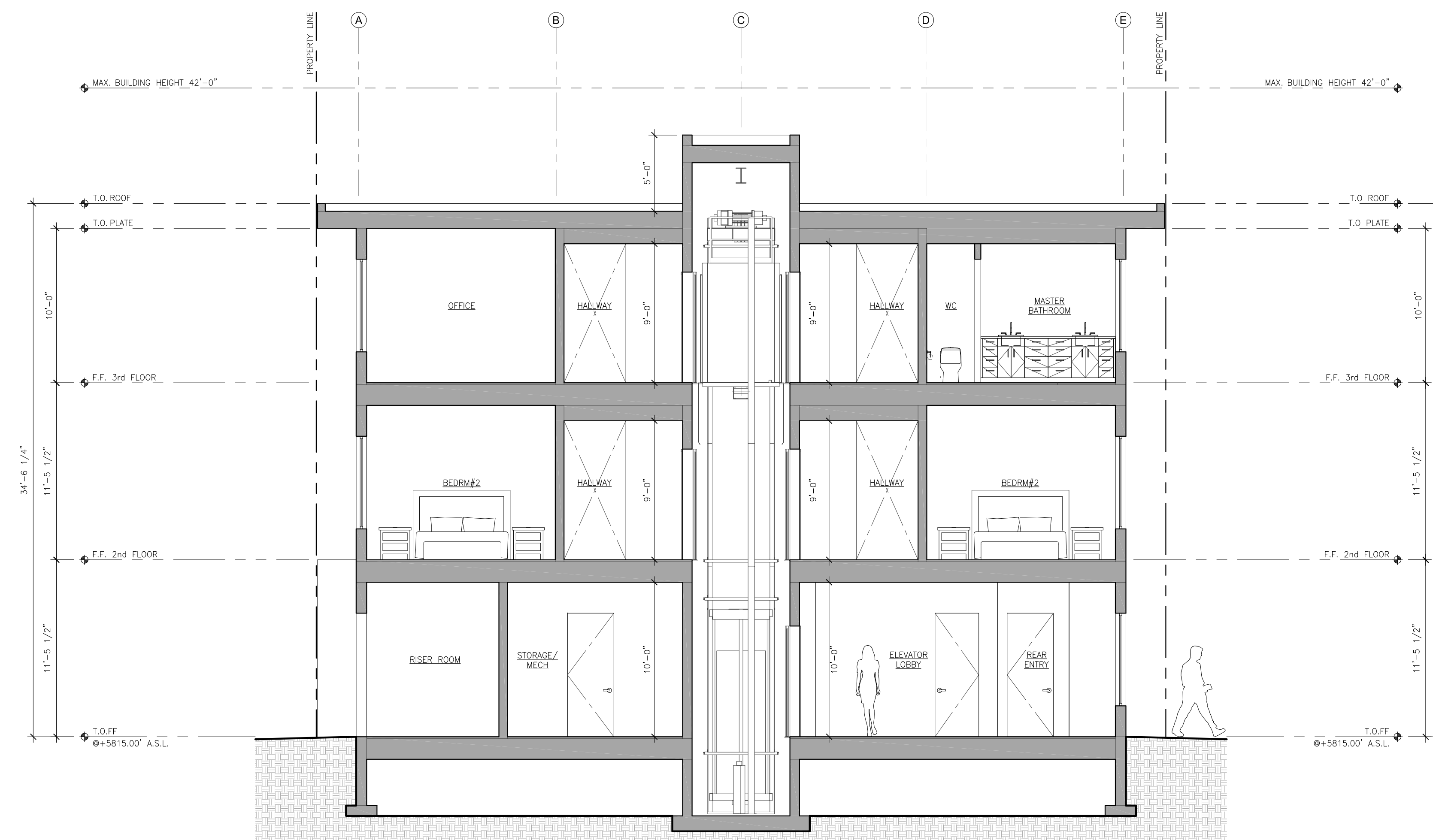




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**2** BUILDING SECTION FF  
 A4.3 SCALE: 3/16" = 1'-0"



**1** BUILDING SECTION EE  
 A4.3 SCALE: 3/16" = 1'-0"

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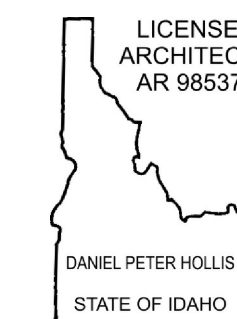
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ARCHITECTURAL  
 BUILDING SECTIONS

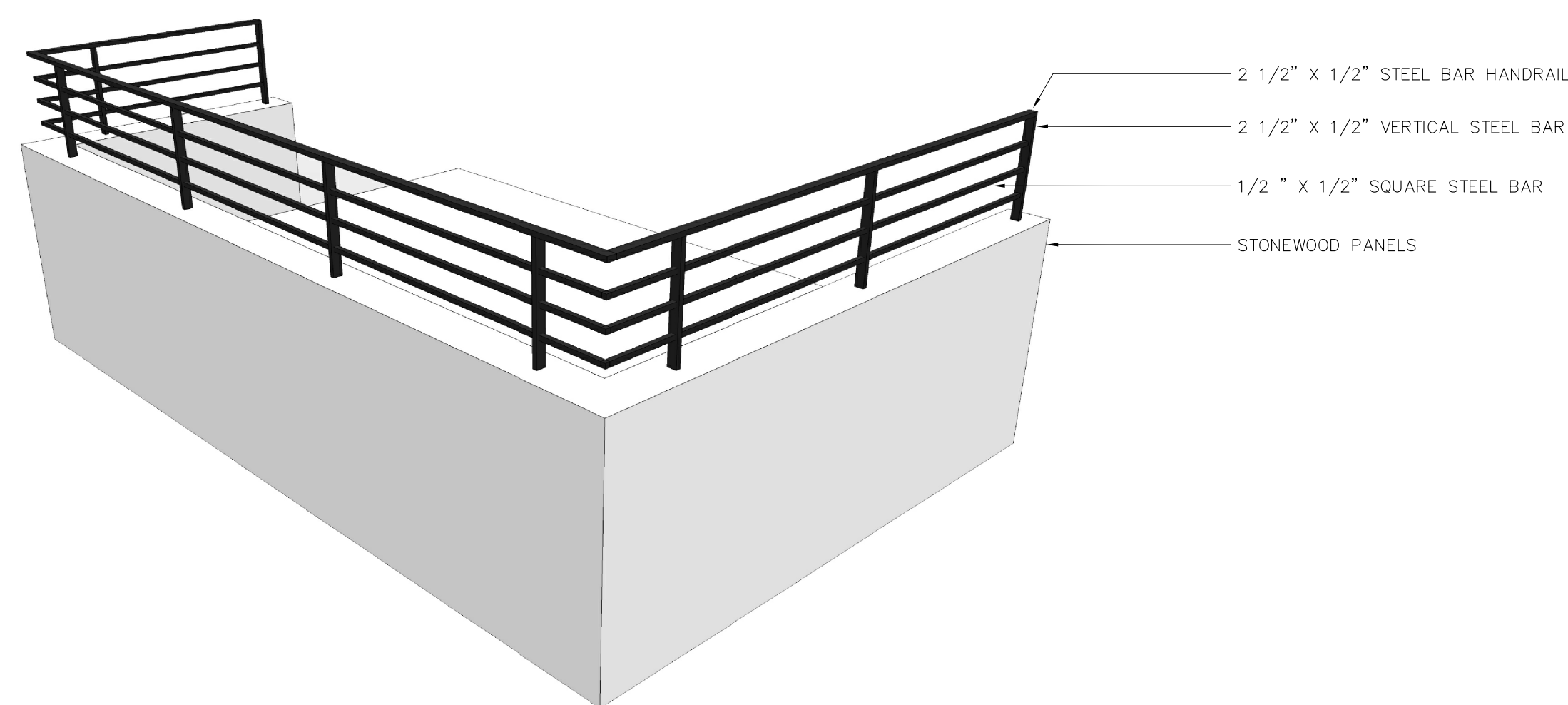
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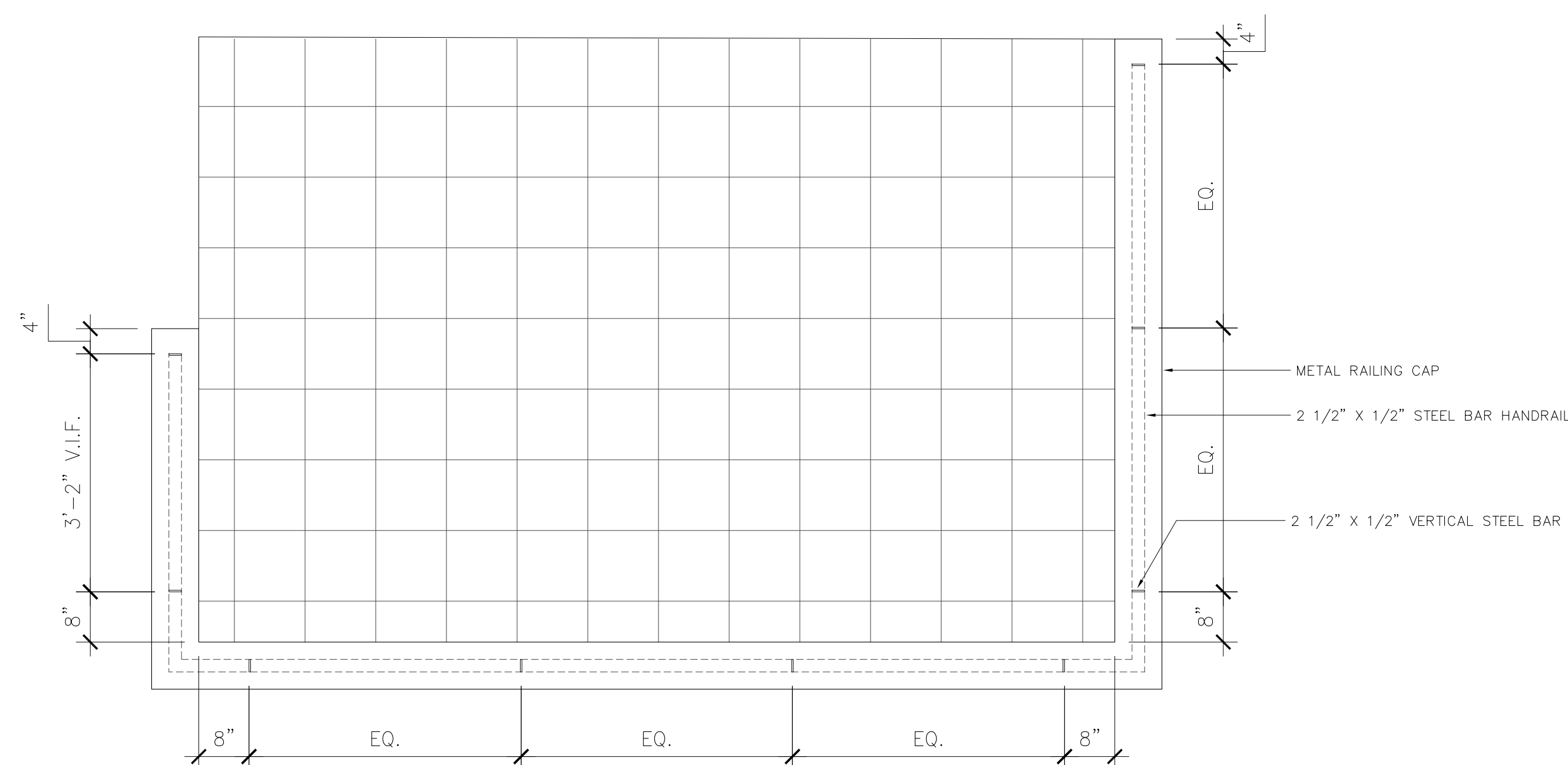
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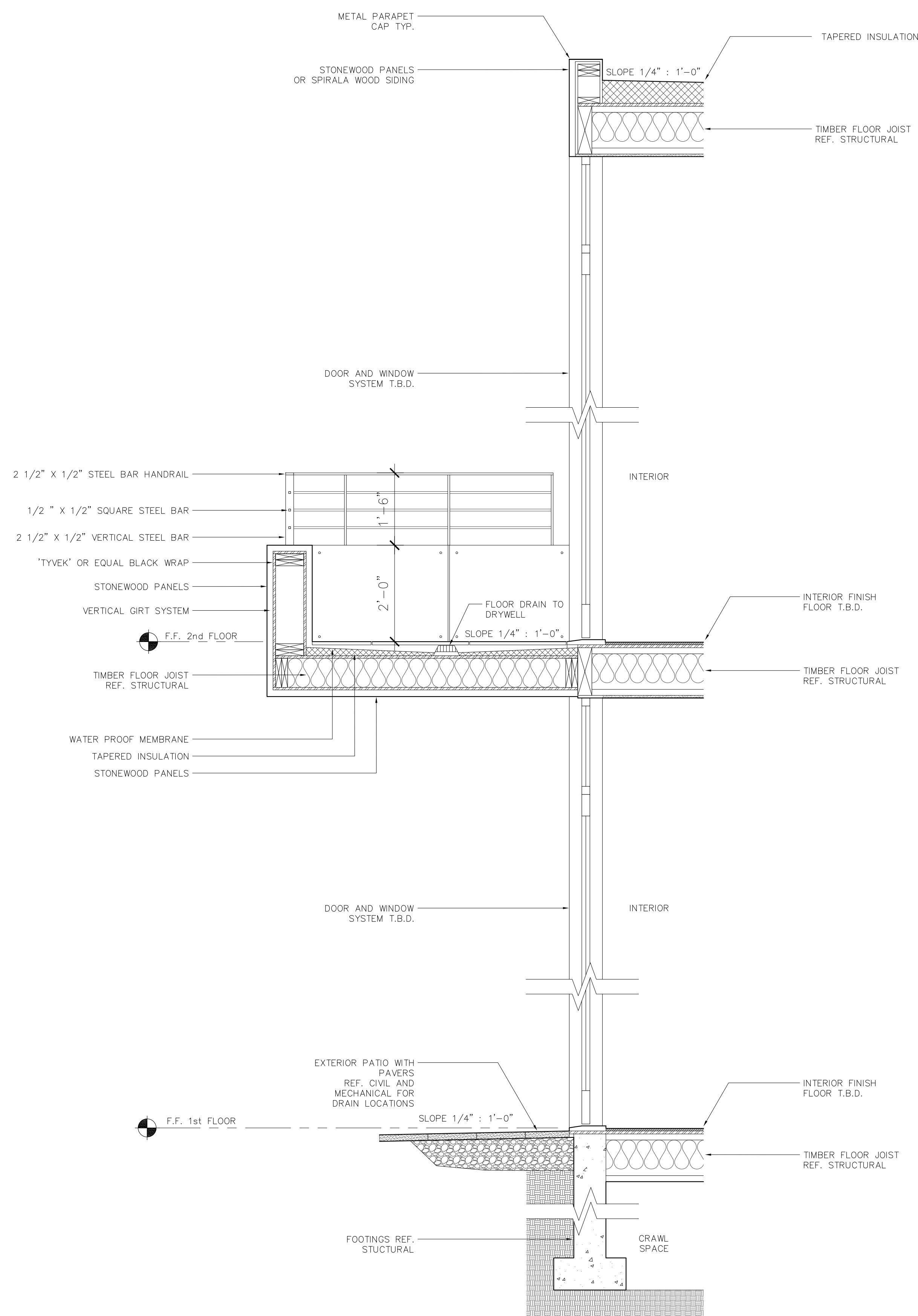


- 2 1/2" X 1/2" STEEL BAR HANDRAIL
- 2 1/2" X 1/2" VERTICAL STEEL BAR
- 1/2" X 1/2" SQUARE STEEL BAR
- STONEWOOD PANELS

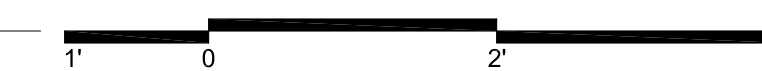
**3 BALCONY AND RAILING AXO**  
 A5.1 N.T.S.



**2 BALCONY PLAN (TYPICAL)**  
 A5.1 SCALE: 3/4" = 1'-0"



**1 WALL SECTIONS**  
 A5.1 SCALE: 3/4" = 1'-0"



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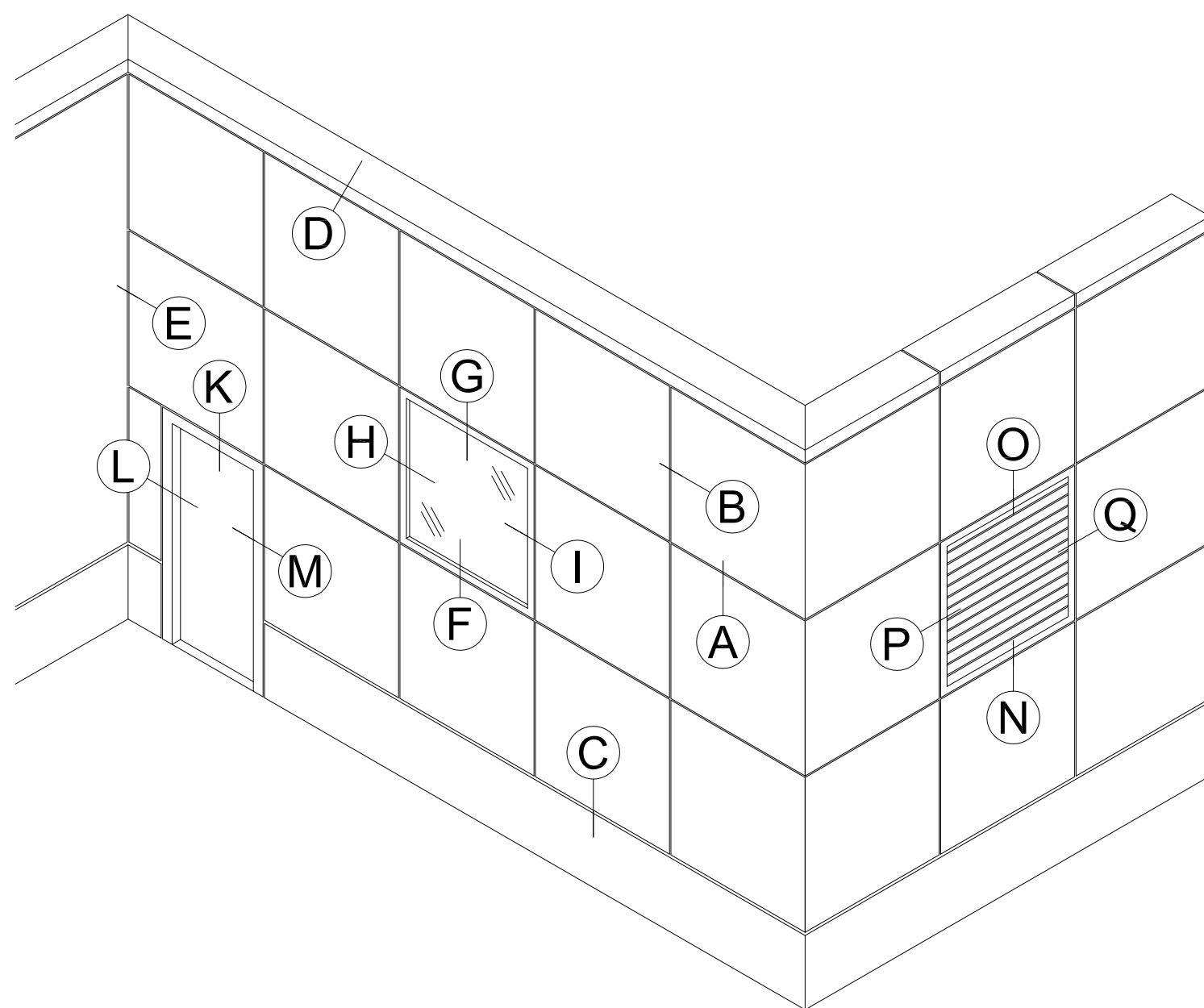
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**WALL SECTIONS & DETAILS**

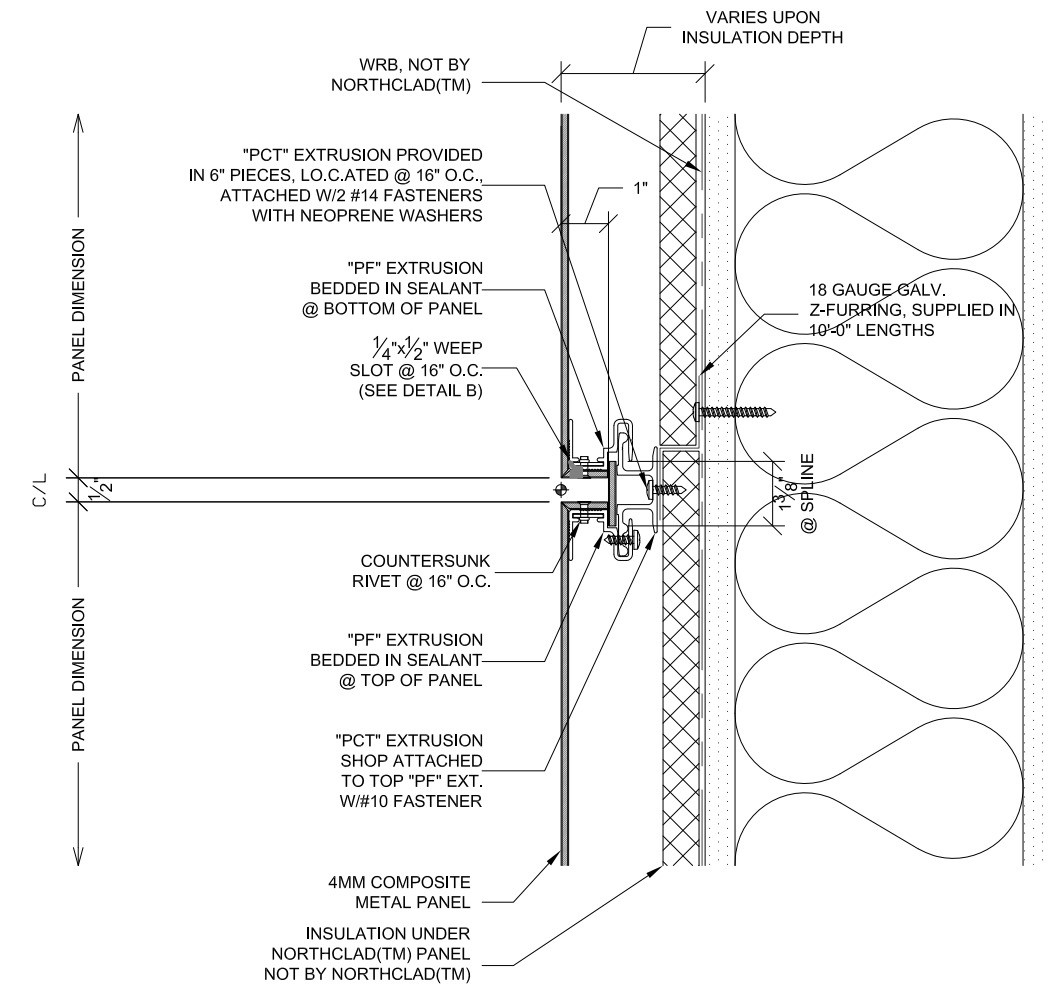
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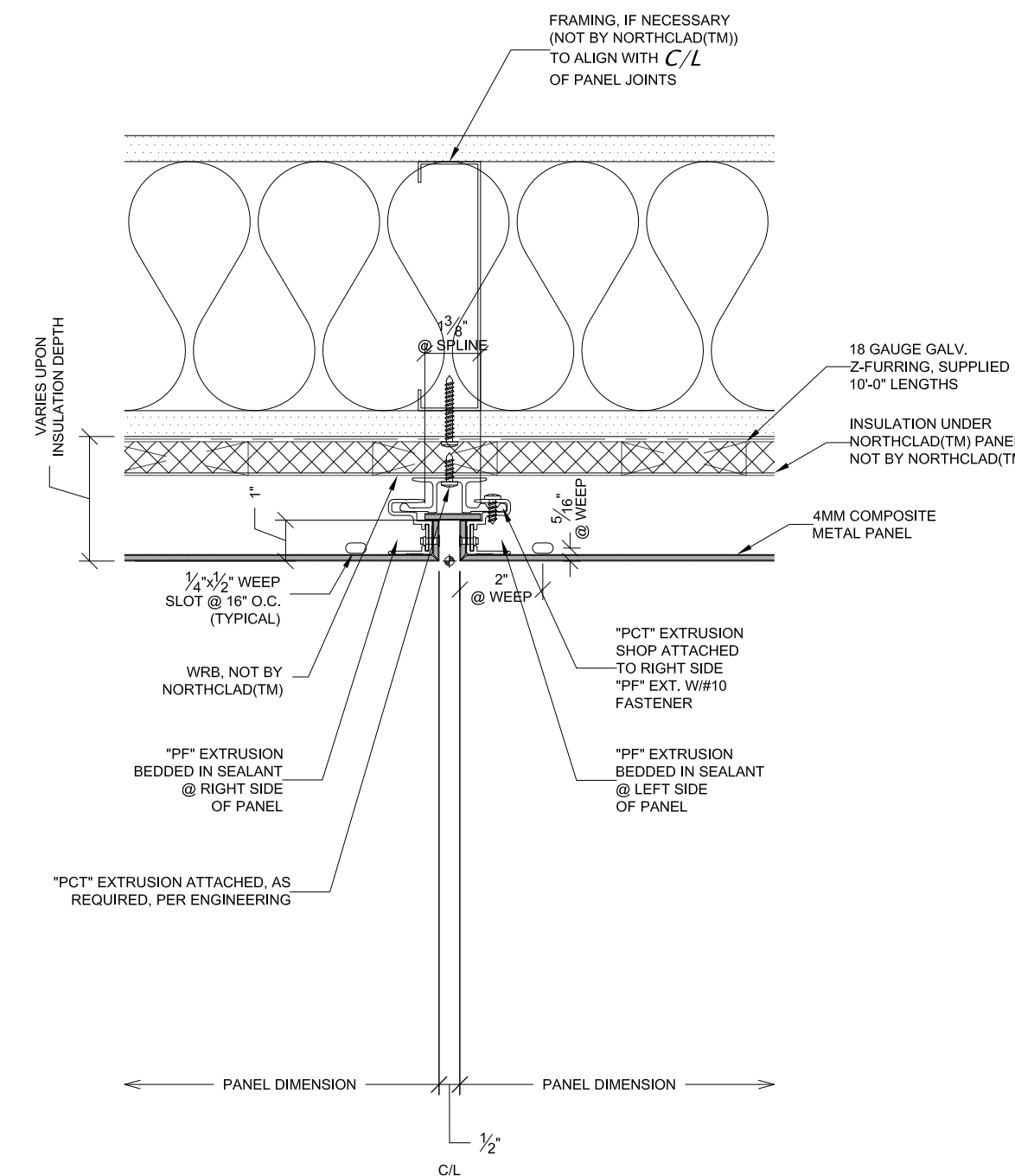




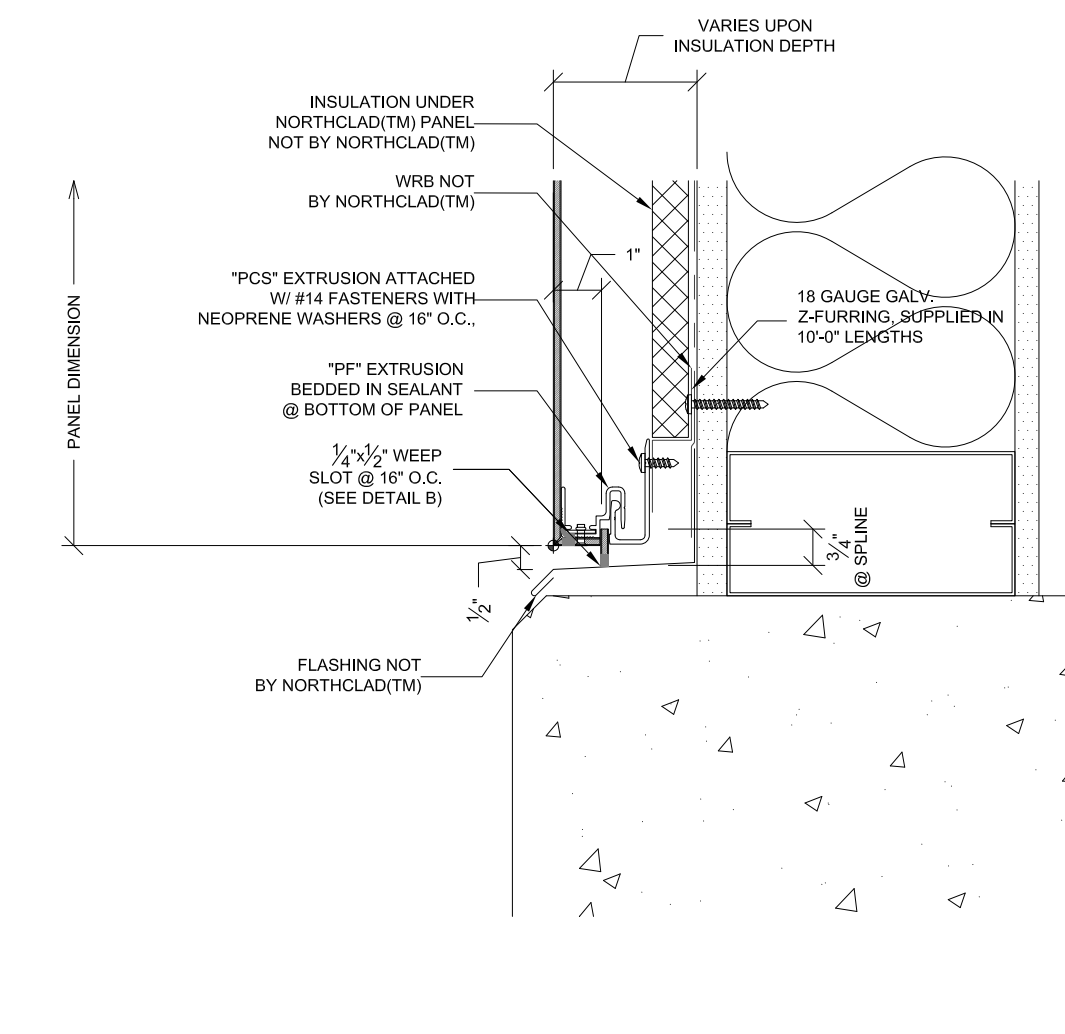
**1 WALL DETAILS - KEY**  
A5.2 SCALE: 1/4" = 1'-0"



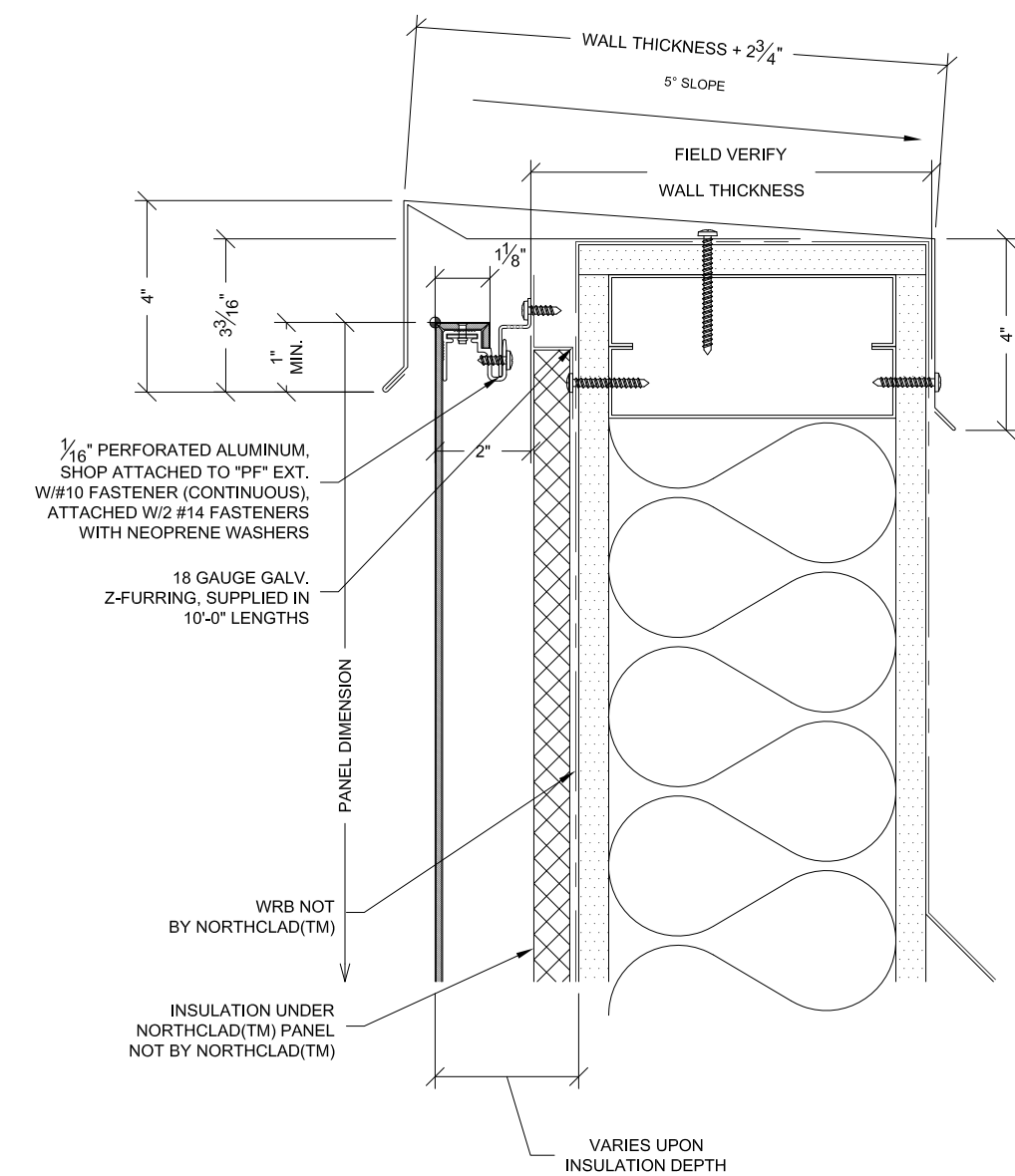
**A WALL DETAILS - HORIZONTAL JOINT**  
A5.2 SCALE: 3" = 1'-0"



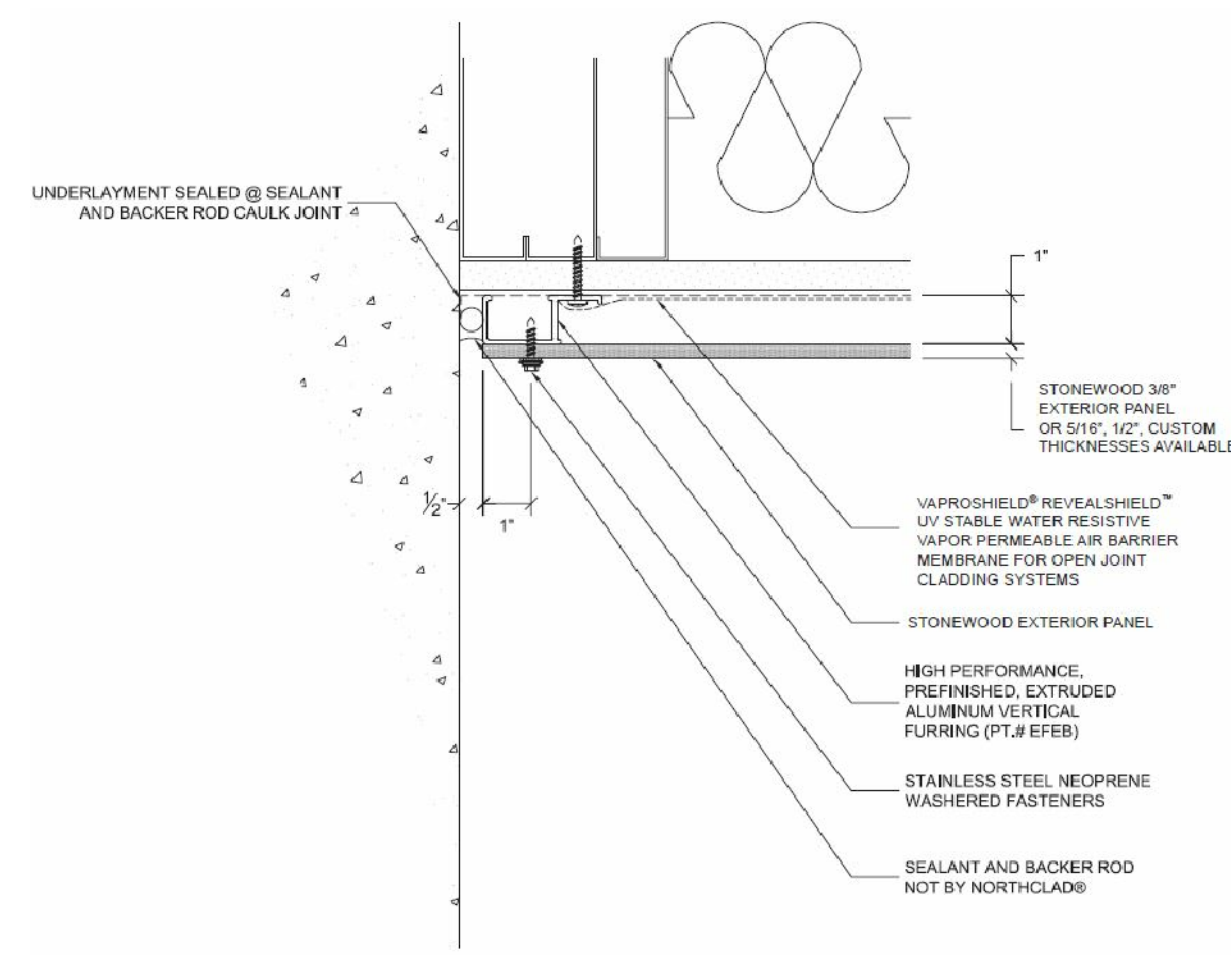
**B WALL DETAILS - VERTICAL FASTENER**  
A5.2 SCALE: 3" = 1'-0"



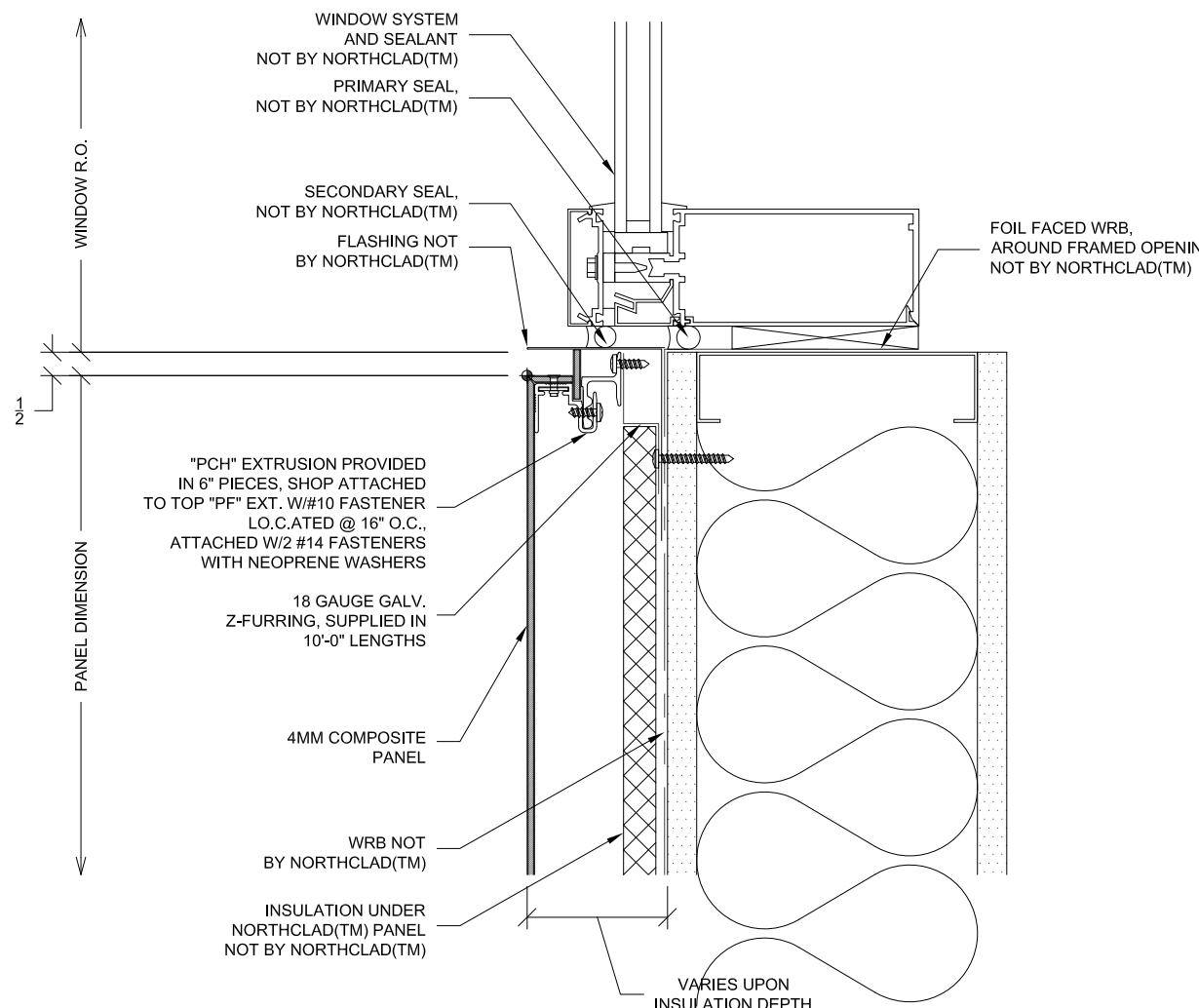
**C WALL DETAILS - BASE DETAIL**  
A5.2 SCALE: 3" = 1'-0"



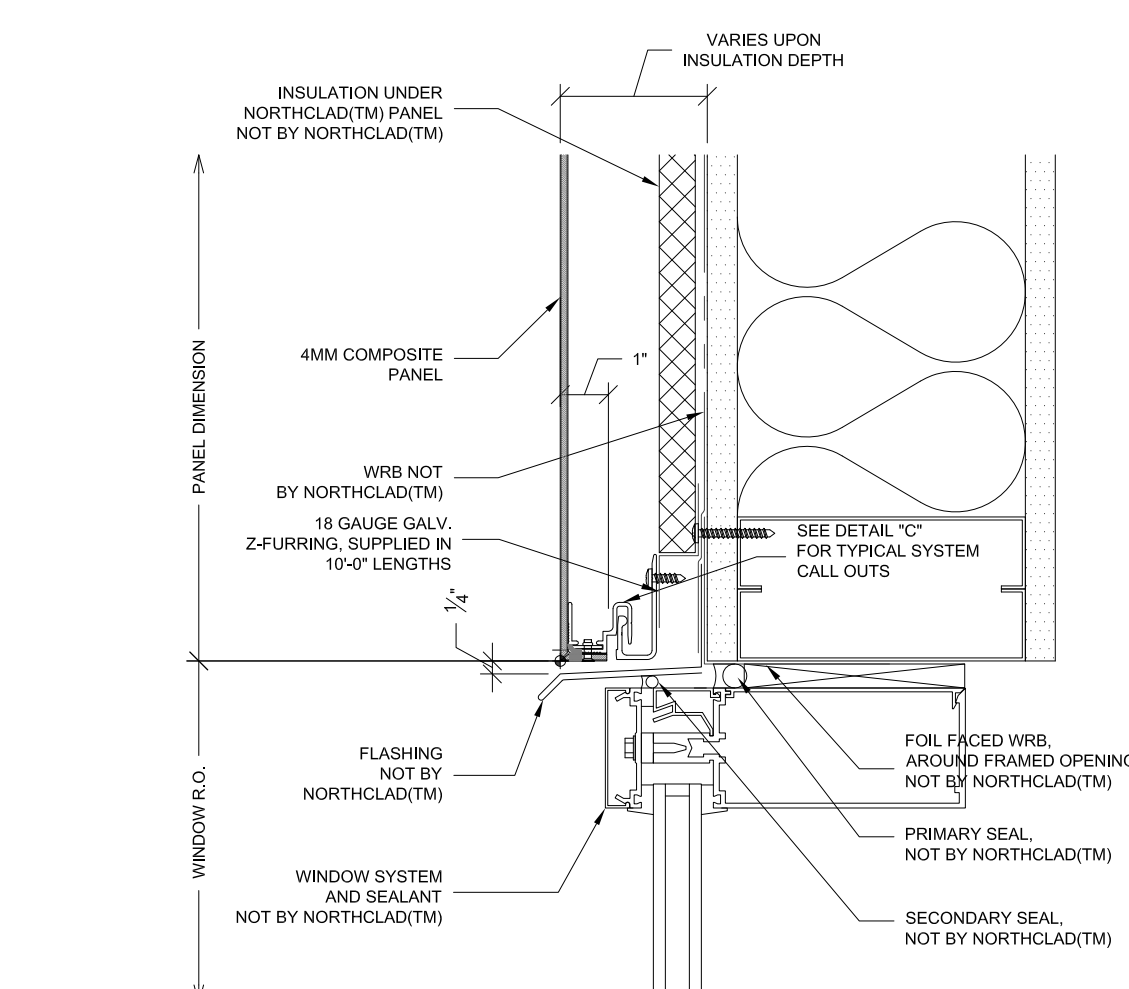
**D WALL DETAILS - COPING**  
A5.2 SCALE: 3" = 1'-0"



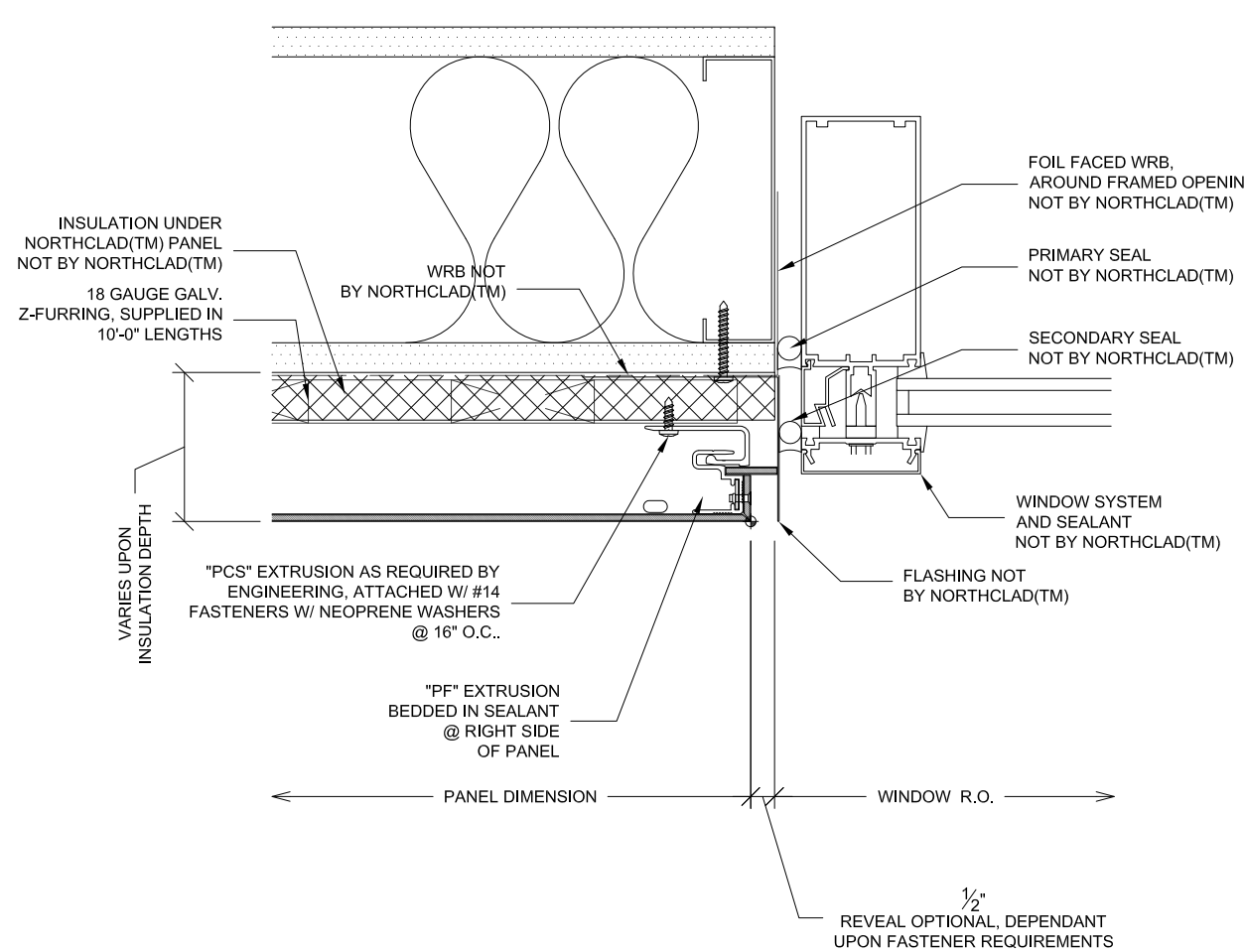
**E WALL DETAILS - INSIDE CORNER**  
A5.2 SCALE: 3" = 1'-0"



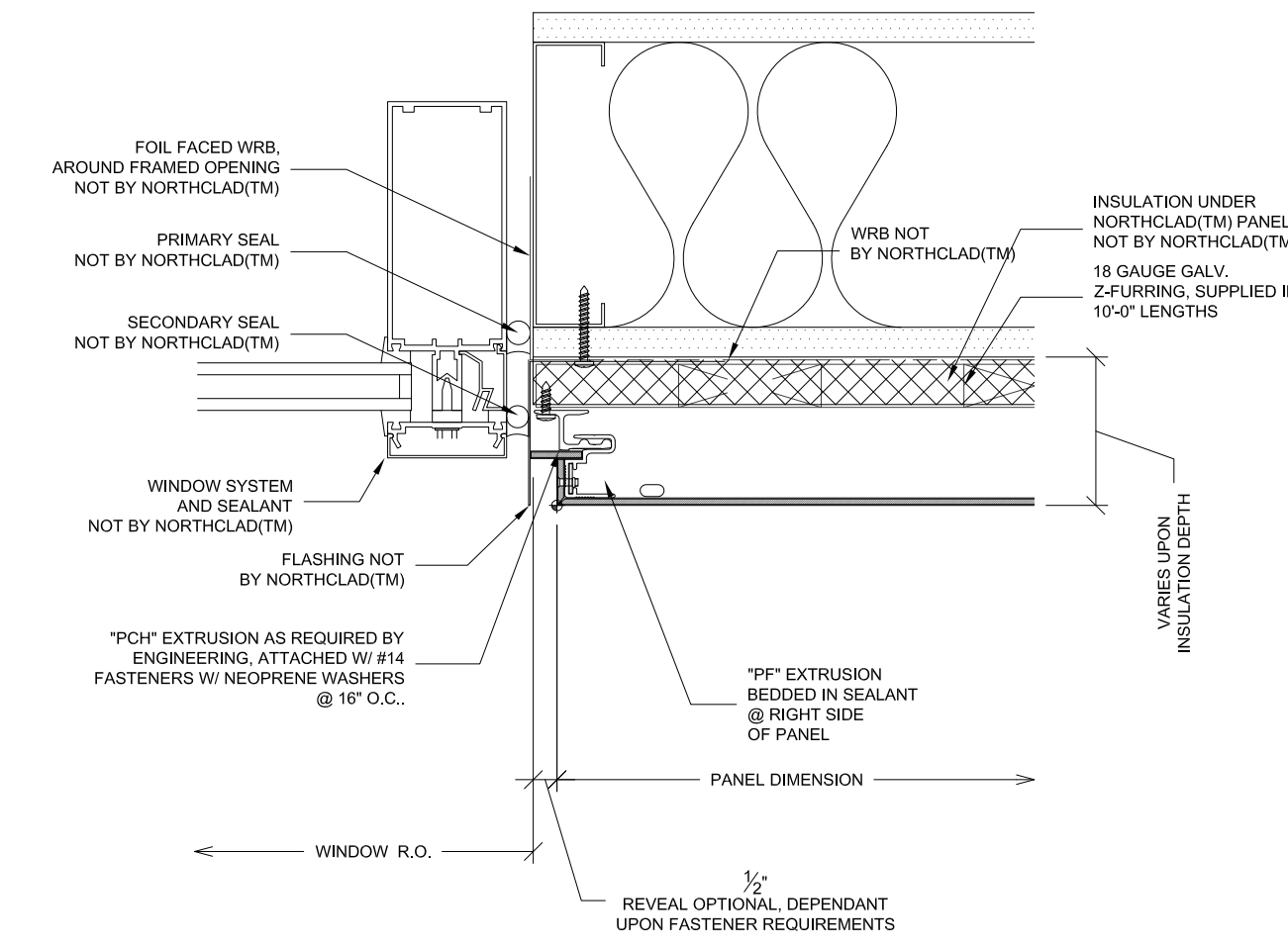
**F WALL DETAILS - WINDOW SILL**  
A5.2 SCALE: 3" = 1'-0"



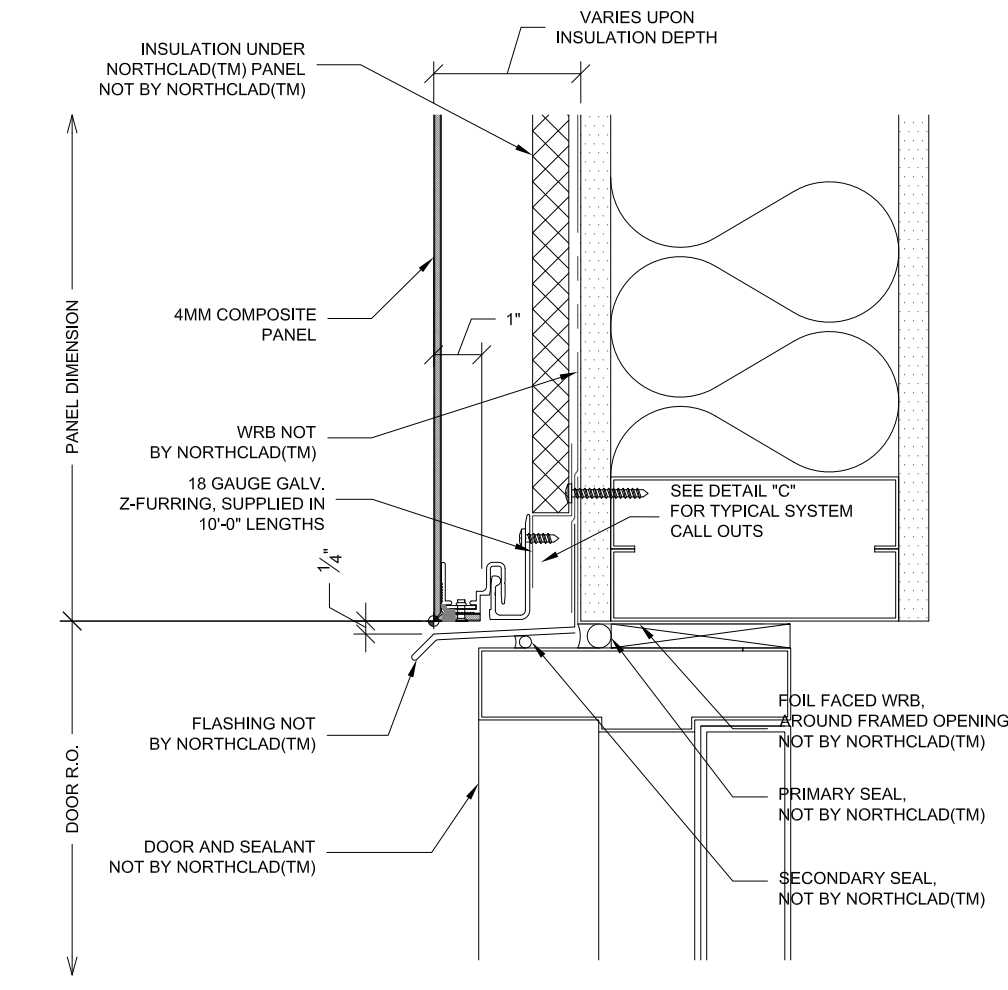
**G WALL DETAILS - WINDOW HEADER**  
A5.2 SCALE: 3" = 1'-0"



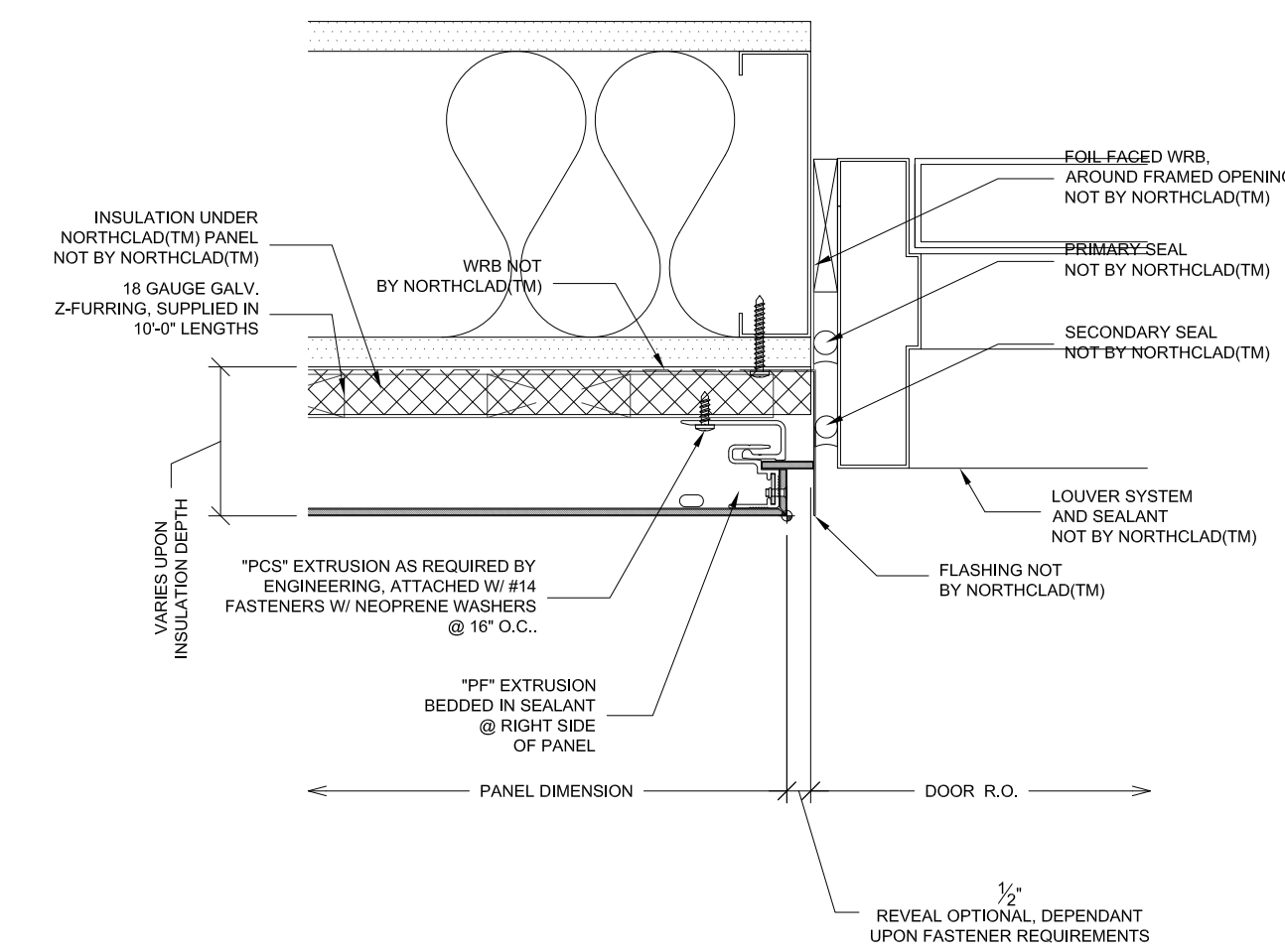
**H WALL DETAILS - WINDOW LH JAMB**  
A5.2 SCALE: 3" = 1'-0"



**I WALL DETAILS - WINDOW RH JAMB**  
A5.2 SCALE: 3" = 1'-0"



**K WALL DETAILS - DOOR HEADER**  
A5.2 SCALE: 3" = 1'-0"



**L WALL DETAILS - DOOR JAMB LH**  
A5.2 SCALE: 3" = 1'-0"

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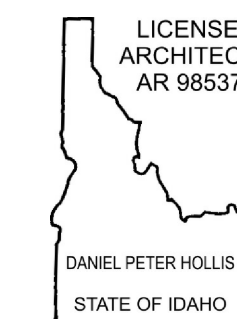
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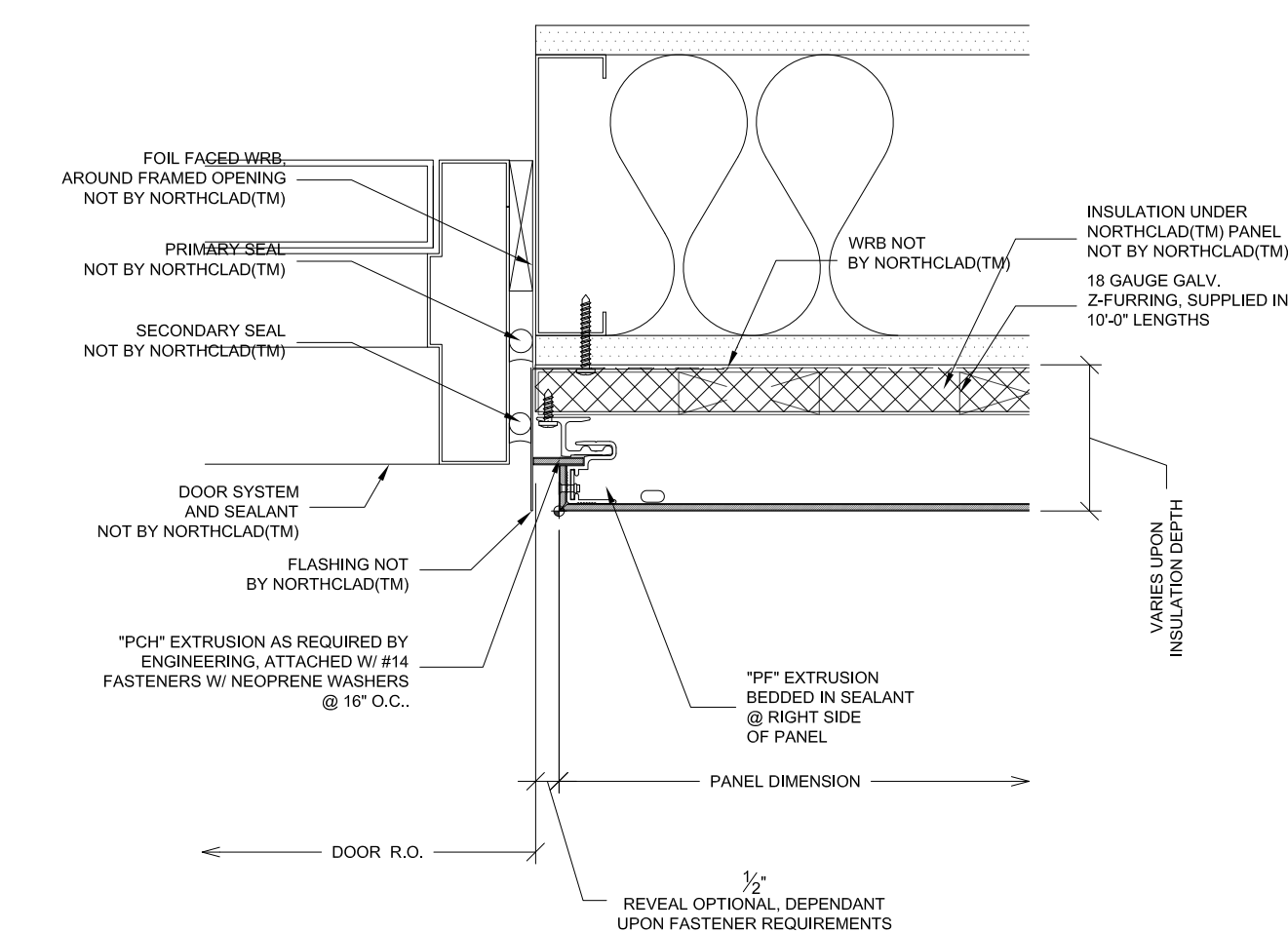
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**WALL  
SECTIONS  
& DETAILS**

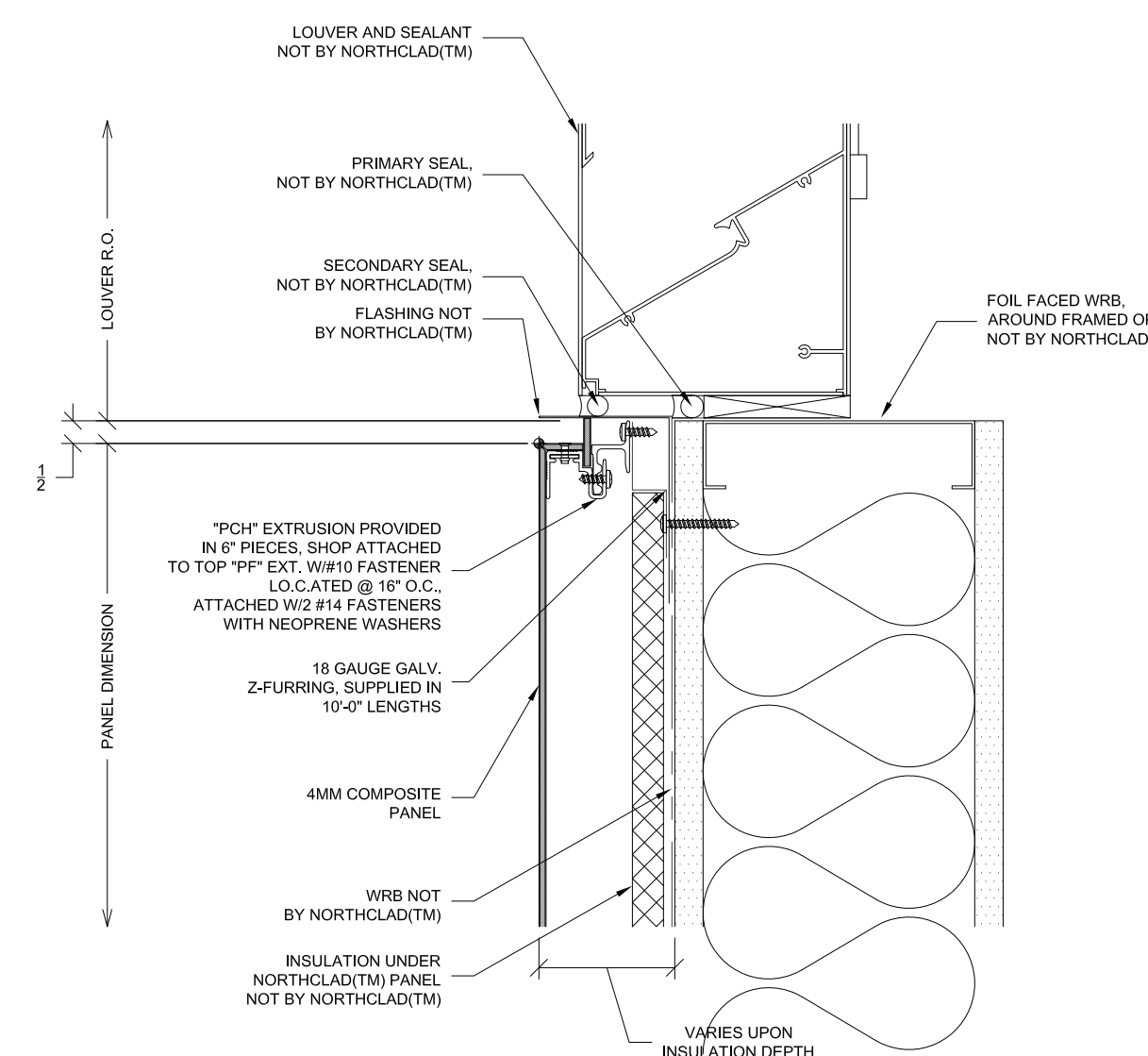
**A 5.2**  
CATEGORY SEQUENCE



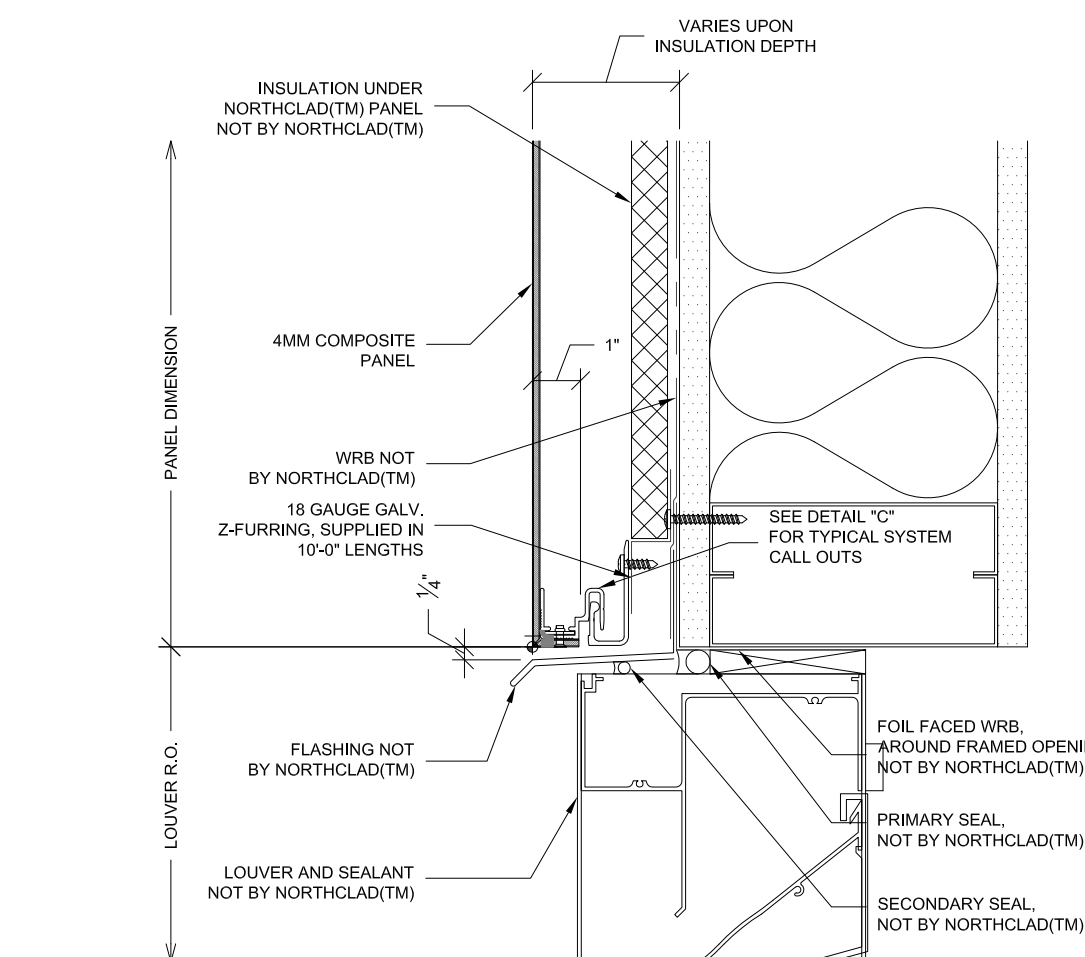
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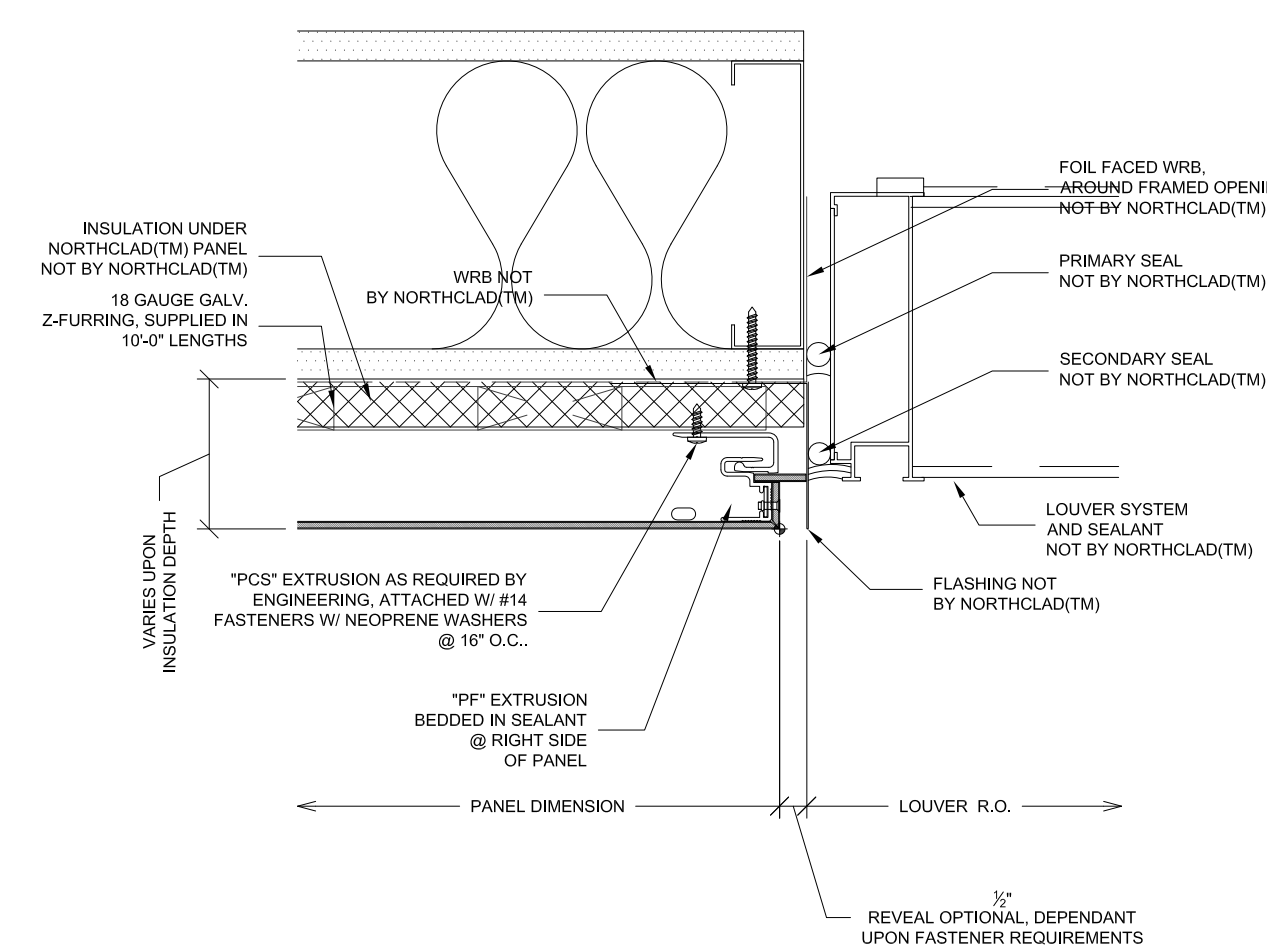
**M** WALL DETAILS - DOOR JAMB RH  
 A5.3 SCALE: 3" = 1'-0"



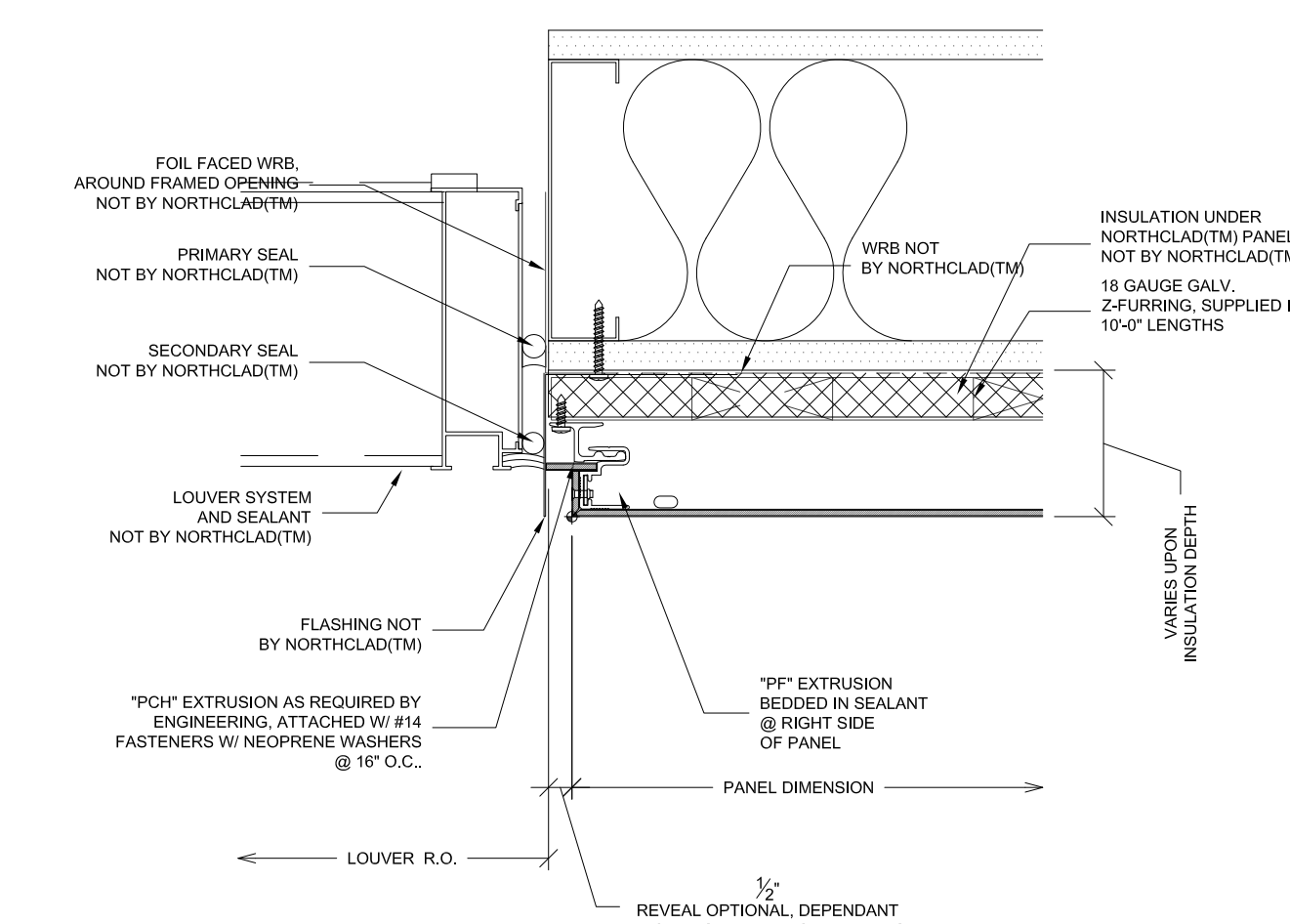
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 A5.3 SCALE: 3" = 1'-0"



**O** WALL DETAILS - LOUVER HEADER  
 A5.3 SCALE: 3" = 1'-0"



**P** WALL DETAILS - LOUVER JAMB LH  
 A5.3 SCALE: 3" = 1'-0"



**Q** WALL DETAILS - LOUVER JAMB RH  
 A5.3 SCALE: 3" = 1'-0"

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REVISION DATE

FINAL DR#2	10/11/21
FINAL DR	08/17/21
PRE-APP#3	07/23/21
DR ADD.	06/09/21
100% DD	05/07/21
D.REVIEW	03/23/21
SCHEMATIC	03/16/21
ISSUE/DATE	DPH,JJR
DRAWN BY	DPH,JJR
CHECKED BY	DPH,JJR
DATE	02/15/21
JOB NO.	1076

**760**  
**N. Washington**  
**Ave**

760 N. WASHINGTON AVE,  
 KETCHUM, IDAHO

**WALL**  
**SECTIONS**  
**& DETAILS**

**A** **5.3**  
 CATEGORY SEQUENCE

SVHR-ARCHITECTURAL PROJECTS\1076-760 N. Washington Ave. MultidwellingArchSheets\1076-A5.1 WALL SECTIONS & DETAILS.dwg, 10/11/2021 11:54:43 PM, Adobe PDF



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ENGINEERING, P.A.  
234 S. Whisperwood Way  
Boise, ID 83709  
208.384.0855  
645 West 25th Street  
Idaho Falls, ID 83402  
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MECHANICAL ABBREVIATIONS			
A/C or AC	AIR CONDITIONING	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	KWH	KILOWATT HOUR
AHU	AIR HANDLING UNIT		
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS	LAT	LEAVING AIR TEMPERATURE
		LAV	LAVATORY
BTU	BRITISH THERMAL UNITS	LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
BTUH	BTUS PER HOUR	LWT	LEAVING WATER TEMPERATURE
		MAX	MAXIMUM
CA	COMBUSTION AIR	MCA	MINIMUM CIRCUIT AMPS
CC	COOLING COIL	MOCP	MAXIMUM OVERCURRENT PROTECTION
CFM	AIR FLOW RATE (CUBIC FEET PER MINUTE)	MIN	MINIMUM
CHWR	CHILLED WATER RETURN	NC	NOISE CRITERIA
CHWS	CHILLED WATER SUPPLY	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CLG	CEILING	NTS	NOT TO SCALE
CW	COLD WATER	OSA	OUTSIDE AIR
DEG or °	DEGREE	PD	PRESSURE DROP
DIA or Ø	DIAMETER	PH or Ø	PHASE
DB	DRY BULB	PRV	PRESSURE REDUCING VALVE
EA	EXHAUST AIR	RA	RETURN AIR
EAT	ENTERING AIR TEMPERATURE	RPM	REVOLUTIONS PER MINUTE
EER	ENERGY EFFICIENCY RATIO	RTU	ROOFTOP UNIT
ESP	EXTERNAL STATIC PRESSURE	SA	SUPPLY AIR
EWT	ENTERING WATER TEMPERATURE	SEER	SEASONAL ENERGY EFFICIENCY RATIO
FCO	FLOOR CLEANOUT	SFD	COMBINATION SMOKE/FIRE DAMPER
FD	FIRE DAMPER	SP	STATIC PRESSURE
FLA	FULL LOAD AMPS	SYM	SYMBOL
FLR	FLOOR	T & P	TEMPERATURE AND PRESSURE
FSM	FEET PER MINUTE	TEMP	TEMPERATURE
FT	FEET	TYP	TYPICAL
GA	GAUGE	UMC	UNIFORM MECHANICAL CODE
GCO	GRADE CLEANOUT	UPC	UNIFORM PLUMBING CODE
GPM	WATER FLOW RATE (GALLONS PER MINUTE)	URL	URINAL
		W	WITH
HC	HEATING COIL	WB	WET-BULB
HP	HORSE POWER	WC	WATER CLOSET
HVAC	HEATING, VENTILATING, AIR CONDITIONING	WCO	WALL CLEANOUT
HW	HOT WATER	WH	WATER HEATER
HWR	HOT WATER RETURN		
HWS	HOT WATER SUPPLY	V	VOLTS
IBC	INTERNATIONAL BUILDING CODE		
IECC	INTERNATIONAL ENERGY CONSERVATION CODE		
IFC	INTERNATIONAL FIRE CODE		
IFGC	INTERNATIONAL FUEL GAS CODE		
IMC	INTERNATIONAL MECHANICAL CODE		
IPC	INTERNATIONAL PLUMBING CODE		

NOTE: THIS IS A STANDARD LIST OF COMMONLY USED MECHANICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

MECHANICAL GENERAL NOTES	
1.	ALL MECHANICAL EQUIPMENT AND SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE (IMC) LATEST EDITION, AND ALL LOCAL & STATE CODES.
2.	ALL PLUMBING EQUIPMENT AND SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST ADOPTED PLUMBING CODE, AND ALL LOCAL & STATE CODES.
3.	ALL MECHANICAL AND PLUMBING EQUIPMENT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
4.	MECHANICAL CONTRACTORS SHALL RECEIVE PRIOR APPROVAL FROM THE STRUCTURAL ENGINEER BEFORE MAKING CUTS THROUGH ANY STRUCTURAL MEMBER.
5.	MECHANICAL CONTRACTORS SHALL COORDINATE INSTALLATION WITH CONSTRUCTION SUPERVISOR AND WITH ALL OTHER TRADES TO AVOID CONFLICTS.
6.	THE MECHANICAL CONTRACTORS SHALL VERIFY MOTOR VOLTAGES WITH THE ELECTRICAL DRAWINGS BEFORE ORDERING MOTORIZED EQUIPMENT AND CONTROLS.
7.	SEE MECHANICAL SCHEDULE SHEET FOR SCHEDULED CAPACITIES OF ALL MECHANICAL EQUIPMENT AND MATERIALS SPECIFIED.
8.	DOMESTIC WATER SERVICE IS PROVIDED WITH A DOUBLE CHECK BACKFLOW PREVENTER.
9.	ALL MECHANICAL EQUIPMENT TO BE PROPOSED MUST BE ON THE APPROVED LIST PRIOR TO SUBMITTALS. ALL APPROVED MANUFACTURERS MUST BE CAPABLE OF MEETING THE REQUIREMENTS OF THE SPECIFIED EQUIPMENT.
10.	RUNOUT AND HOOKUP SIZES TO INDIVIDUAL PLUMBING FIXTURE CAN BE FOUND ON THE PLUMBING FIXTURE SCHEDULE.
11.	PROVIDE REMOTE CEILING ACCESS BALANCE DAMPERS WITH CONCEALED CHROME PLATE COVERS FOR BALANCE DAMPERS LOCATED ABOVE HARD CEILINGS.
12.	PAINT ALL VTRS, FLUES, EXHAUST CAPS, AND OTHER MECHANICAL ITEMS ON THE ROOF TO MATCH THE ROOF COLOR.
13.	INSULATED FLEXIBLE DUCTWORK MAY BE USED FOR RUNOUTS TO GRILLES AND DIFFUSERS, IN LENGTHS OF 6'-0" OR LESS.
14.	MAINTAIN MINIMUM OF 10'-0" DISTANCE BETWEEN ALL FRESH AIR INTAKES AND EXHAUST OR GAS FLUE DISCHARGES.
15.	THE PLUMBING CONTRACTOR IS RESPONSIBLE FOR ALL BACKFLOW DEVICES TO BE INSPECTED BY A CERTIFIED BACKFLOW TECHNICIAN BEFORE THE USE OF THE BUILDING POTABLE WATER SYSTEM.
16.	LOCATE ACCESS HATCHES SO AS TO PROVIDE OPTIMUM SERVICEABILITY TO EQUIPMENT AND/OR VALVING. SEE ARCHITECTURAL SPECIFICATION FOR TYPE AND COLOR. COORDINATE LOCATION WITH STRUCTURAL & LIGHTING.
17.	WHENEVER THERE IS A DISCREPANCY BETWEEN THE RUNOUT DUCT SIZE SHOWN ON THE PLANS AND THAT SHOWN IN THE SCHEDULE, ALWAYS USE THE LARGER OF THE TWO DUCT SIZES.

MECHANICAL AND PLUMBING DRAWINGS LEGEND			
	FLEXIBLE DUCTWORK		THREE WAY CONTROL VALVE
	DUCTWORK		TWO WAY CONTROL VALVE
	DUCTWORK BREAK		PRESSURE REDUCING VALVE
	DUCTWORK OR PIPING RISE		GATE VALVE
	CONCENTRIC SQUARE TO ROUND TRANSITION		REDUCER
	MOTORIZED DAMPER		GLOBE VALVE
	MANUAL VOLUME DAMPER		BALL VALVE
	SPIN-IN FITTING W/ AIR EXTRACTOR AND HAND DAMPER		BUTTERFLY VALVE
	HIGH EFFICIENCY FITTING W/ HAND DAMPER		BALANCE VALVE
	SWITCH		CHECK VALVE
	THERMOSTAT		FLOOR CLEANOUT
	HUMIDISTAT		WALL CLEANOUT
	TEMPERATURE SENSOR		GRADE CLEANOUT
	CARBON DIOXIDE SENSOR		WATER HAMMER ARRESTOR
	CARBON MONOXIDE SENSOR		FLOOR DRAIN
	NITROUS OXIDE SENSOR		FLOOR SINK
	DUCT SMOKE DETECTOR		GAS PRESSURE REGULATOR W/ GAS COCK
	COMBINATION SMOKE/FIRE DAMPER		PRESSURE RELIEF VALVE
	FIRE DAMPER		VENT-THROUGH-ROOF
	SMOKE DAMPER		VENT
	EQUIPMENT CALLOUT		SOIL, WASTE, OR SANITARY SEWER
	TURNING VANES		ACID WASTE LINE
	INTAKE OR EXHAUST		ACID VENT LINE
	DIRECTION OF AIRFLOW		STORM DRAIN
	SUPPLY DIFFUSER		ROOF DRAIN LINE
	RETURN GRILLE		OVERFLOW DRAIN LINE
	EXHAUST GRILLE		CONDENSATE DRAIN LINE
	FLOOR GRILLE		DOMESTIC COLD WATER (CW)
	CEILING EXHAUST FAN		DOMESTIC HOT WATER (HW)
	TEMPERATURE GAUGE		DOMESTIC HOT WATER RETURN (HWR)
	PRESSURE GAUGE (LIQUID FILLED W/ ISOLATION VALVE)		TEMPERED WATER (TW)
	TEMPERATURE SENSOR (DUCT OR PIPING)		MEDIUM PRESSURE NATURAL GAS
	FLOW SWITCH		LOW PRESSURE NATURAL GAS
	STAINLESS STEEL BRAIDED FLEX CONNECTION		FIRE SPRINKLER LINE
	ELASTOMETRIC FLEX CONNECTOR		GEO THERMAL WATER SUPPLY
	SUCTION DIFFUSER		GEO THERMAL WATER RETURN
	Y TYPE STRAINER (1 1/2" OR LARGER PROVIDED W/ BLOW DOWN VALVE)		CHILLED WATER SUPPLY
	FLOW DIRECTION		CHILLED WATER RETURN
	DEMOLITION / EQUIPMENT TO BE REMOVED		CONDENSER WATER SUPPLY
	NEW TO EXISTING CONNECTION POINT		CONDENSER WATER RETURN
	EXISTING		HEATING WATER SUPPLY
	FUTURE		HEATING WATER RETURN
	NEW		LIQUID REFRIGERANT LINE
	REDUCED PRESSURE BACKFLOW PREVENTER		SUCTION REFRIGERANT LINE
	DOUBLE CHECK BACKFLOW PREVENTER		SLOPE PIPE IN DIRECTION OF ARROW
	UNION		PIPE ANCHOR
	AIR VENT		PIPE GUIDE
	TRIPLE DUTY VALVE		CAP

NOTE: THIS IS A LIST OF COMMONLY USED MECHANICAL AND PLUMBING SYMBOLS. SOME OF THE SYMBOLS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

ENERGY CODE COMPLIANCE	
A.	COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE IS REQUIRED FOR THIS PROJECT. THESE NOTES COVER MANDATORY REQUIREMENTS OF THE CODE. ADDITIONAL REQUIREMENTS ARE NOTED ON THE DRAWINGS AND IN THE SPECIFICATIONS.
B.	MINIMUM REQUIREMENTS FOR SUPPLY AND RETURN DUCTWORK INSULATION: 1. R-6: DUCTS LOCATED IN UNCONDITIONED SPACES (SPACE NEITHER HEATED NOR COOLED SUCH AS ABOVE CEILING SPACES, WALL SPACES, DUCT CHASES, SOFFITS, ATTICS, CRAWL SPACES, UNHEATED BASEMENTS, AND UNHEATED GARAGES). 2. R-12: DUCTS LOCATED OUTSIDE OF THE BUILDING'S INSULATION ENVELOPE (SUCH AS ABOVE THE ATTIC INSULATION). TYPICAL INSULATION THICKNESS REQUIRED TO MEET THESE REQUIREMENTS: 1. FIBERGLASS DUCT WRAP: R-6, R-12. 2. FIBERGLASS DUCT LINER: R-6, R-12.
C.	CONTRACTOR SHALL VERIFY WITH THE MANUFACTURER, THE R-VALUES OF THE ACTUAL INSULATION USED. R-VALUES SHALL BE INSTALLED VALUES.
D.	WHERE DUCTS USED FOR COOLING ARE EXTERNALLY INSULATED, THE INSULATION SHALL BE COVERED WITH A VAPOR RETARDER HAVING A MAXIMUM PERMEANCE OF 0.05 PERM OR ALUMINUM FOIL HAVING A MINIMUM THICKNESS OF 2 MILS. INSULATION HAVING A PERMEANCE OF 0.05 PERMS OR LESS SHALL NOT BE REQUIRED TO BE COVERED. ALL JOINTS AND SEAMS SHALL BE SEALED TO MAINTAIN THE CONTINUITY OF THE VAPOR RETARDER.
E.	ALL DUCT JOINTS, SEAMS, AND CONNECTIONS SHALL BE FASTENED AND SEALED WITH WELDS, GASKETS, ADHESIVES, MASTIC PLUS-EMBEDDED-FABRIC SYSTEMS, OR TAPES. TAPES AND MASTICS SHALL BE LISTED AND LABELED PER UL-181A OR UL-181B. DUCT TAPE IS NOT PERMITTED AS A SEALANT ON ANY METAL DUCTS. DUCT CONNECTIONS TO FLANGES OR EQUIPMENT SHALL BE SEALED AND MECHANICALLY FASTENED.
F.	MINIMUM REQUIREMENTS (THICKNESS) FOR PIPING INSULATION SHALL BE AS FOLLOWS: FLUID NOMINAL PIPE DIAMETER 1. REFRIGERANT 1/2" TO < 1 1/2" 1 1/2" TO < 4" 4" AND ABOVE SEE SPECIFICATIONS THE ABOVE INSULATION IS BASED ON HAVING A CONDUCTIVITY NOT EXCEEDING 0.27 BTU-INCH-HOUR-FT <sup>2</sup> -F.
G.	DOMESTIC HOT WATER PIPING SYSTEMS SHALL BE INSULATED WITH 1" INSULATION HAVING A CONDUCTIVITY NOT EXCEEDING 0.27 BTU-INCH-HOUR-FT <sup>2</sup> -F.
H.	DOMESTIC WATER HEATERS WHICH ARE NOT PROVIDED WITH INTEGRAL HEAT TRAPS AND SERVE NONCIRCULATING SYSTEMS SHALL BE PROVIDED WITH HEAT TRAPS ON THE SUPPLY AND DISCHARGE PIPING AT THE WATER HEATER.
I.	DOMESTIC HOT WATER SYSTEMS WITH RECIRCULATION PUMPS OR ELECTRIC HEAT TRACE SHALL BE CONTROLLED WITH 7-DAY TIME CLOCKS.
J.	AN OPERATING AND MAINTENANCE MANUAL SHALL BE PROVIDED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE O&M MANUAL SHALL CONTAIN THE FOLLOWING INFORMATION AS A MINIMUM: 1. EQUIPMENT CAPACITY (INPUT & OUTPUT). 2. EQUIPMENT OPERATING AND MAINTENANCE INSTRUCTIONS. 3. CONTROL SYSTEM MAINTENANCE AND CALIBRATION INFORMATION, INCLUDING WIRING DIAGRAMS, SCHEMATICS, AND CONTROL SEQUENCES. 4. CONTROL SYSTEM SETPOINTS SHALL BE SHOWN ON CONTROL DRAWINGS, AT CONTROL DEVICES, OR IN PROGRAMMING COMMENT ON DDC SYSTEMS. 5. A COMPLETE WRITTEN NARRATIVE ON HOW EACH MECHANICAL SYSTEM IS INTENDED TO OPERATE.

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REVISION DATE REV #1 07/19/21

FINAL DESIGN REVIEW 08/17/21  
 PRE-AP 07/19/21  
 ISSUE/DATE DRAWN BY SCHEMATIC 03/16/21  
 CHECKED BY TDN  
 DATE 03/31/21  
 JOB NO. 1076

760  
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Ave

760 N. WASHINGTON AVE,  
KETCHUM, IDAHO

MECHANICAL  
COVER SHEET

M 0.0  
CATEGORY SEQUENCE



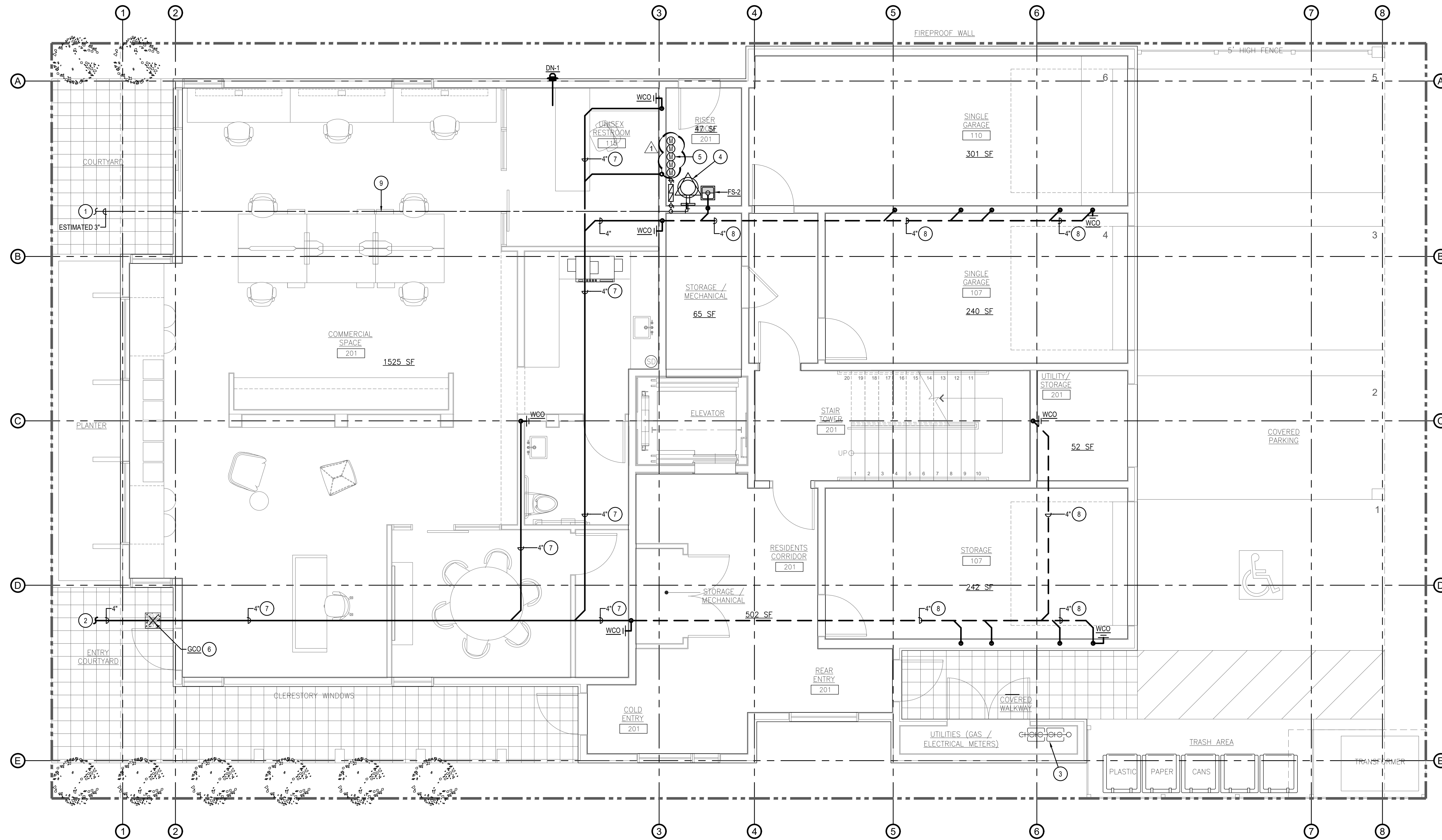
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Boise, ID 83709  
208.384.0855  
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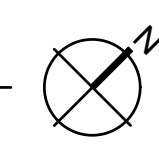
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1 MECHANICAL UTILITY PLAN  
P0.0 SCALE: 1/4" = 1'-0"



**KEYED NOTES:**

# SYMBOL USED FOR NOTE CALLOUT.

- FIRE/WATER LINE FROM STREET TO BUILDING. SEE CIVIL SITE PLAN FOR CONTINUATION. THIS LINE REPLACES AN EXISTING 1-INCH DOMESTIC WATER LINE TO THE PROPERTY. THIS NEW LINE WILL SERVE BOTH DOMESTIC WATER AND THE FIRE SPRINKLER SYSTEM. LINE WILL BE SIZED BY THE FIRE SPRINKLER CONTRACTOR AND IS ESTIMATED TO BE A 3-INCH LINE SIZE.
- 4-INCH WASTE LINE OUT TO EXISTING SANITARY SEWER LINE STUBBED INTO THE PROPERTY. SEE CIVIL SITE PLAN FOR CONTINUATION.
- GAS METER BANK BY INTERMOUNTAIN GAS COMPANY.
- LOCATION OF BUILDINGS FIRE SPRINKLER RISER.
- (5) 3/4-INCH WATER METERS. INSTALL METERS AS SPECIFIED BY THE CITY OF KETCHUM WATER UTILITY DEPARTMENT.
- THE WASTE LINE INVERT ELEVATION AT THIS LOCATION IS 49-INCHES BELOW FINISH FLOOR (BFF). THIS INVERT ELEVATION IS BASED ON A STARTING POINT OF 2-FEET BFF WITH A LINE SLOPE OF 1/4" PER FOOT. THE PLUMBING CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND COORDINATE WITH THE SITE UTILITY CONTRACTOR PRIOR TO INSTALLATION OF ANY PIPING. CONTRACTOR SHALL CONTACT MUSGROVE ENGINEERING IF ANY CONFLICTS OR DISCREPANCIES ARE FOUND IN THE FIELD CONCERNING THIS SPECIFIED INVERT ELEVATION.
- WASTE LINE ROUTED IN THE CRAWL SPACE. SLOPE LINE AT 1/4-INCH PER FOOT.
- WASTE LINE SHOWN DASHED IS ROUTED BELOW CONCRETE SLAB. SLOPE LINE AT 1/4-INCH PER FOOT.
- WATER LINE ROUTED HIGH IN THE CRAWL SPACE.

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760 N. WASHINGTON AVE,  
KETCHUM, IDAHO

MECHANICAL  
UTILITY PLAN

P 0.0  
CATEGORY SEQUENCE





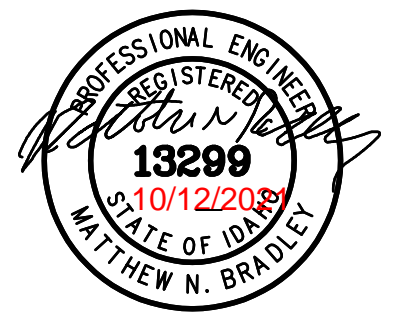


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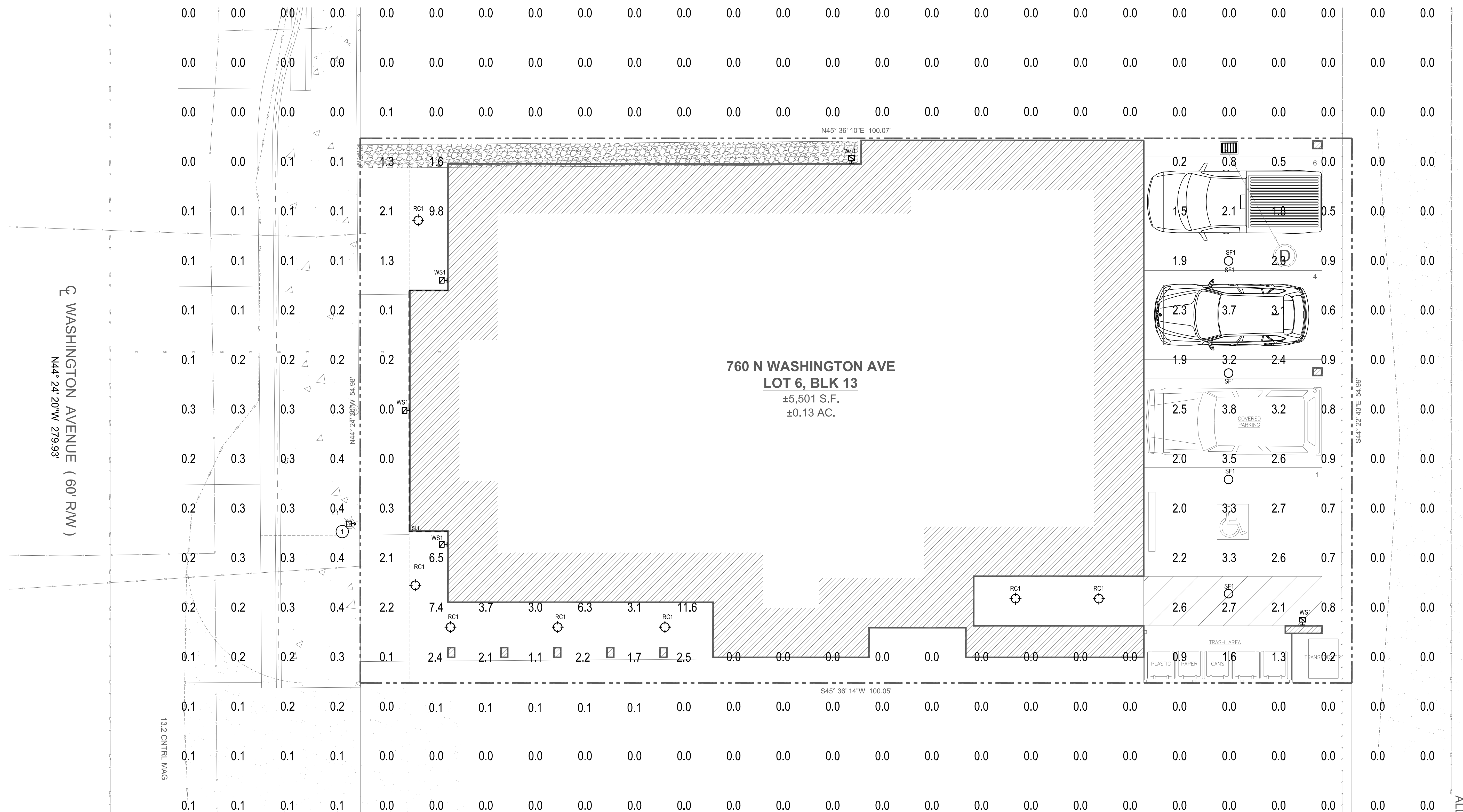
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**760 N. Washington Ave**

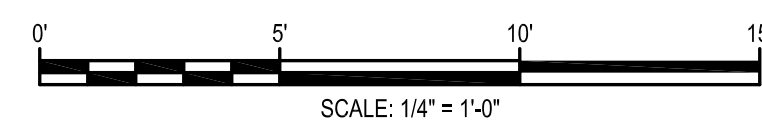
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**SITE STREET  
PHOTOMETRIC PLAN**

**E 1.2**  
CATEGORY SEQUENCE



**1 SITE STREET PHOTOMETRIC PLAN**  
E1.0 SCALE: 1" = 5'



**KEYED NOTES:**

- # SYMBOL USED FOR NOTE CALLOUT.
- 1. CITY OF KETCHUM STANDARD STREET LIGHT: SOLARONE RFS INSTALLED BY ELECTRICAL CONTRACTOR. COORDINATE INSTALLATION REQUIREMENTS WITH DALE CURTIS, DIRECTOR OF SALES (208) 473-2709.





**GENERAL LIGHTING NOTES:**

A. REFER TO ARCHITECTS LIGHTING PLAN FOR DIMENSIONAL LIGHTING LAYOUT.

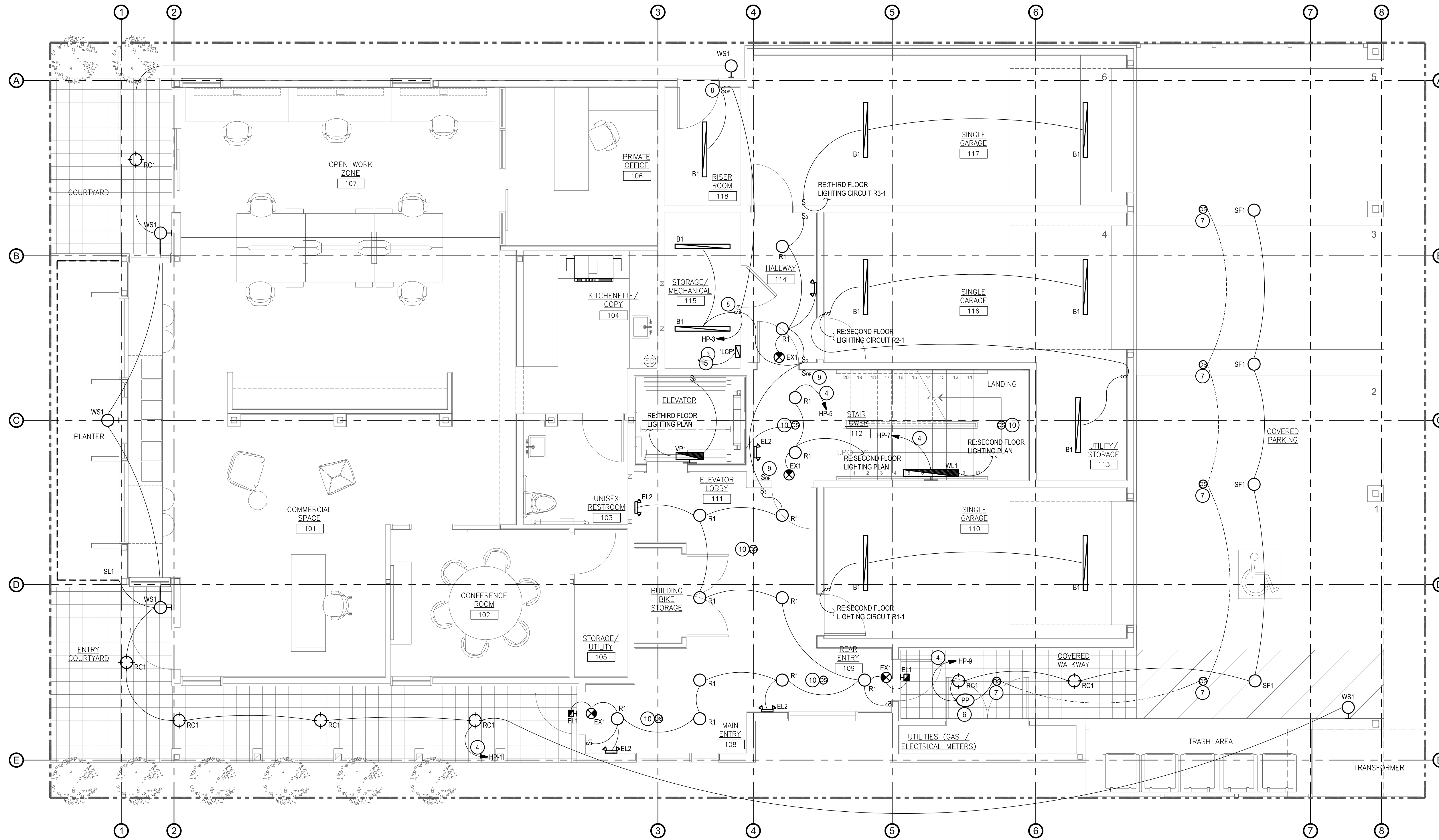
**KEYED NOTES:**

# SYMBOL USED FOR NOTE CALLOUT.

1. PROVIDE A J-BOX THAT IS RATED FOR A CEILING FAN. COORDINATE WITH OWNER PRIOR TO ROUGH-IN.
2. PROVIDE SWITCH FOR CEILING FAN. PROVIDE CONDUCTORS TO FAN JUNCTION BOX AS REQUIRED. COORDINATE WITH OWNER PRIOR TO ROUGH-IN.
3. LIGHTING CONTROL PANEL. RE: LIGHTING CONTROL ZONE SCHEDULE.
4. ROUTE CIRCUIT THROUGH LIGHTING CONTROL PANEL. RE: LIGHTING CONTROL ZONE SCHEDULE DWG E6.0.
5. MOUNT FIXTURE AND ASSOCIATED SWITCH ABOVE THE LOWEST LEVEL OF ENTRY INTO THE ELEVATOR FIT.
6. INSTALL POWER PACK COMPATIBLE WITH OCCUPANCY SENSOR.
7. INSTALL SMALL MOTION, SINGLE TECHNOLOGY, LOW VOLTAGE, LOW TEMP. HIGH HUMIDITY OCCUPANCY SENSOR. INTERCONNECT WITH LOW VOLTAGE CABLE. SEE MANUFACTURERS INSTALLATION MANUAL.
8. INSTALL SINGLE TECHNOLOGY OCCUPANCY SENSOR.
9. CONNECT OVERRIDE SWITCH TO LIGHTING CONTROL PANEL PER MANUFACTURERS RECOMMENDATIONS.
10. CONNECT OCCUPANCY SENSOR TO LIGHTING CONTROL PANEL PER MANUFACTURERS RECOMMENDATIONS.

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**1 FIRST FLOOR LIGHTING PLAN**  
**E2.0** SCALE: 1/4" = 1'-0"



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 N. Washington  
 Ave**

760 N. WASHINGTON AVE,  
 KETCHUM, IDAHO

**FIRST FLOOR  
 LIGHTING PLAN**

**E 2.0**  
 CATEGORY SEQUENCE





# A CONDOMINIUM PLAT SHOWING THE LOFTS AT 760 WASHINGTON AVENUE

WHEREIN THE BUILDING ON LOT 6, BLOCK 13, KETCHUM TOWNSITE IS CONVERTED TO CONDOMINIUMS  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

AUGUST 2021



SCALE: 1" = 20'

### LEGEND

	Property Line		Building
	Adjoiner's Lot Line		Asphalt
	Centerline of Right of Way		Deciduous Tree
	Fence Line		Conifer Tree
	GIS Tie Line		Gas Main
	Survey Tie Line		Cable TV Buried
	Calculated Point, Not Set		Sewer Main
	Found Aluminum Cap on 5/8" Rebar		Sewer Service
	Found 5/8" Rebar		Sewer Manhole
	Found 1/2" Rebar		Water Main
	5' Contour Interval		Abandoned Water Main
	1' Contour Interval		Water Service
	Curb & Gutter		
	Gravel		
	Concrete Sidewalk		

### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found and set during the boundary retracement of Lot 6, Block 13, Ketchum Townsite. The boundary shown is based on found monuments and the Plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments have been accepted. Vertical Datum is NAVD 1988.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls.
- Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
- The current zoning is CC, Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner is SV Ventures, LLC. The surveyor/representation is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.
- This development is subject to an Exceedance Agreement recorded under Instrument Number # \_\_\_\_\_.

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

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



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

THE LOFTS AT 760 WASHINGTON AVENUE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 3  
Job No. 7601-01

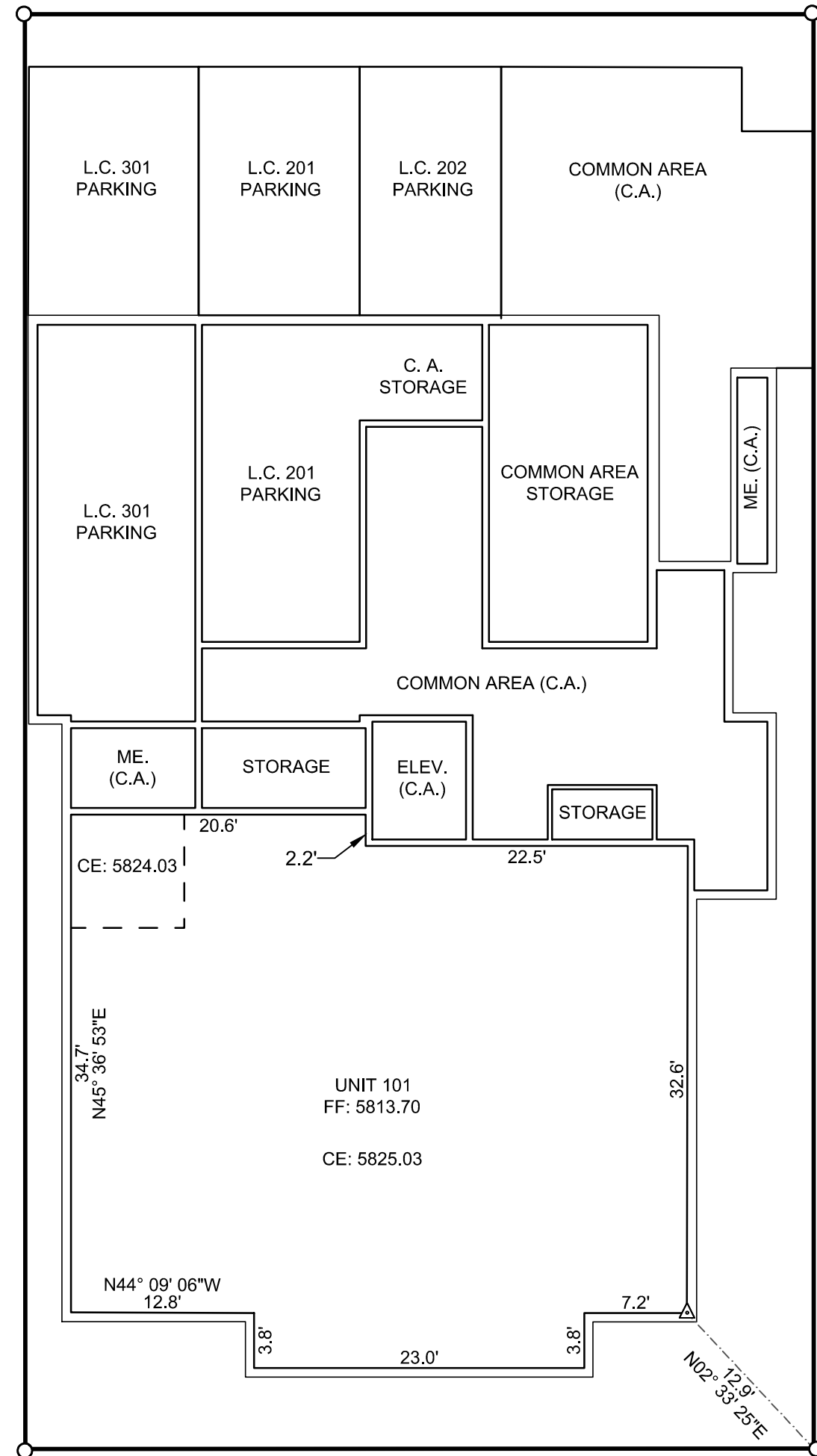
Ketchum File No. P21-044

# A CONDOMINIUM PLAT SHOWING THE LOFTS AT 780 1ST AVENUE

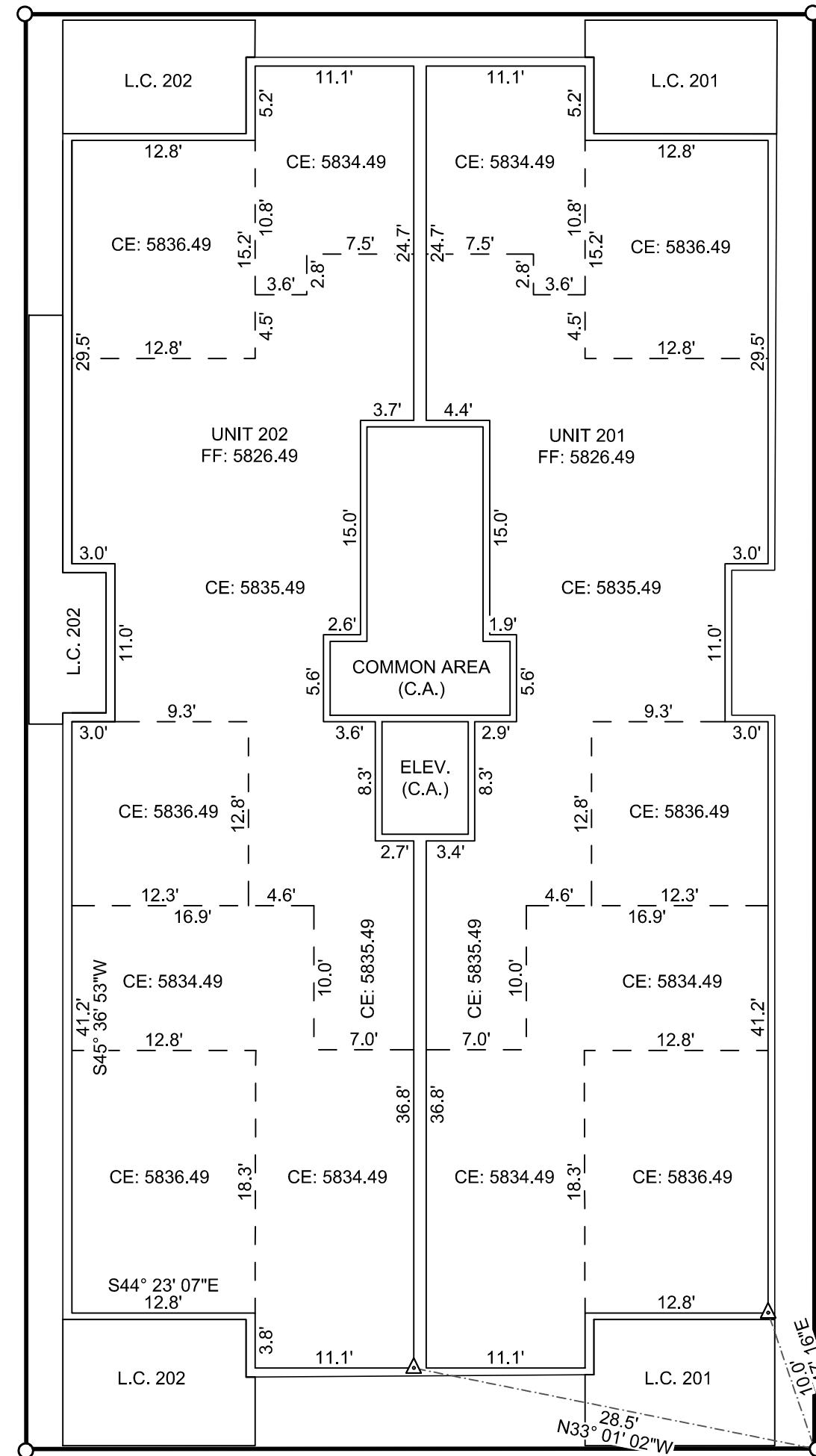
MAY 2021



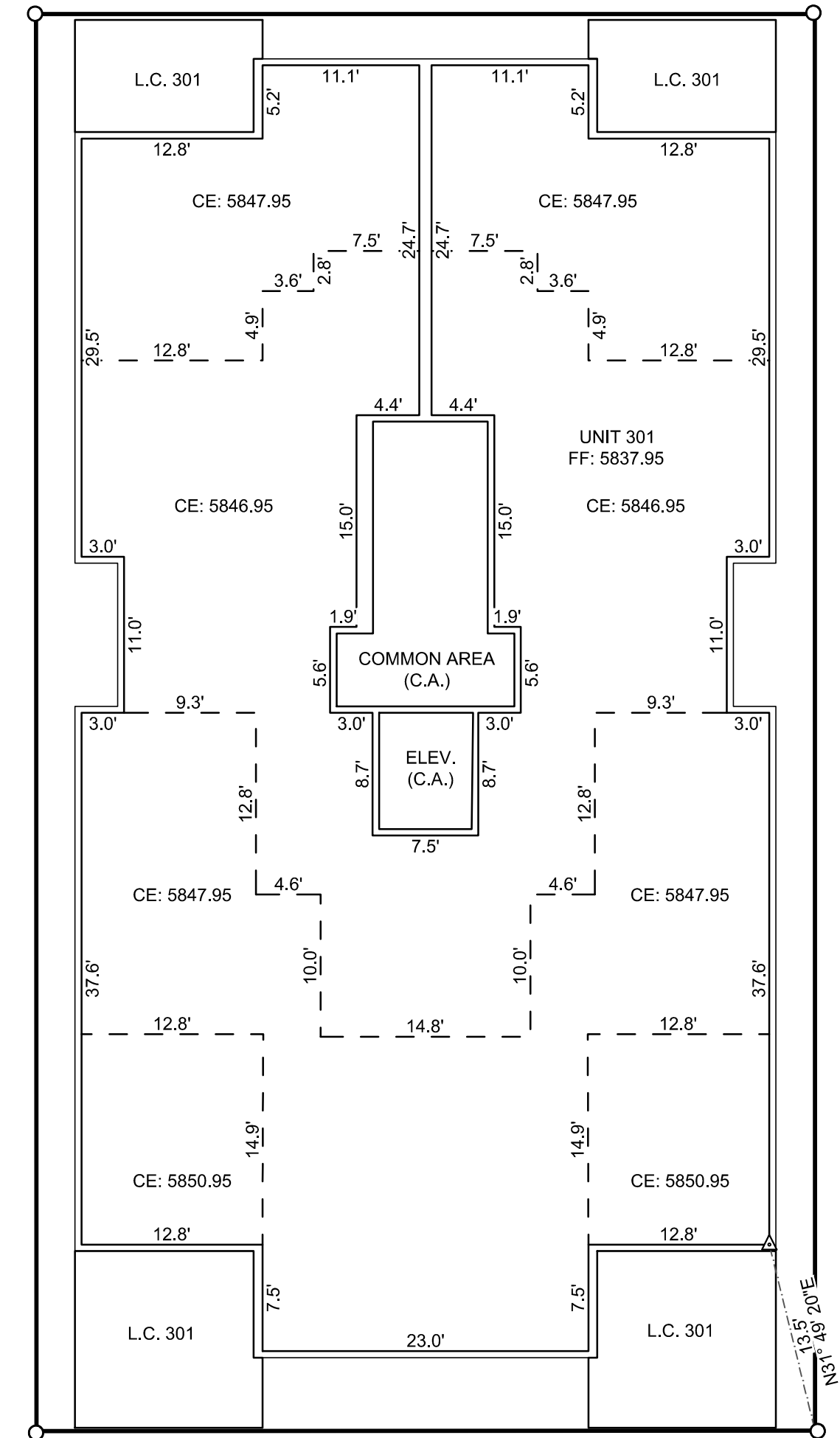
SCALE: 1" = 10'



FIRST FLOOR  
UNIT 101



SECOND FLOOR  
UNITS 201 & 202



THIRD FLOOR  
UNITS 301 & 302



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

THE LOFTS AT 760 WASHINGTON AVENUE

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 2 OF 3  
Job No. 7601-01

Ketchum File No. P21-044

**CERTIFICATE OF OWNERSHIP**

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

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 6, Block 13, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all units within this condominium 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 units shown within this plat.

It is the intent of the owners to hereby include said condominium property in this plat.

SV Ventures, LLC, an Idaho Limited Liability Company

Reid Sanborn, Registered Agent

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared Reid Sanborn, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

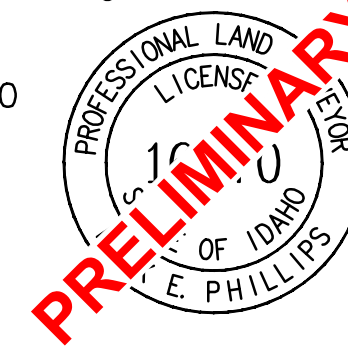
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

**SURVEYOR'S CERTIFICATE**

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

Mark E. Phillips, P.L.S. 16670



**BLAINE COUNTY SURVEYOR'S APPROVAL**

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

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

\_\_\_\_\_  
Date

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**KETCHUM CITY COUNCIL'S APPROVAL**

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

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

Certified by City Clerk

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

**BLAINE COUNTY TREASURER'S APPROVAL**

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

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

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

THE LOFTS AT 760 WASHINGTON AVENUE

GALENA ENGINEERING, INC. HAILEY, IDAHO

SHEET 3 OF 3 Job No. 7601-01

Ketchum File No. P21-044



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF OCTOBER 26, 2021

- PROJECT:** Gem Street Subdivision Replat
- FILE NUMBER:** P21-034
- APPLICATION TYPE:** Subdivision – Preliminary Plat
- REPRESENTATIVE:** Sean Flynn, Galena Engineering (engineer)
- PROPERTY OWNER:** Sallie Castle
- REQUEST:** A subdivision of Lot 2, Block 1 of the Gem Street Subdivision into two separate lots at 151 Topaz in the Limited Residential zone district.
- LOCATION:** 151 Topaz Street – (Lot 2, Gem Street Subdivision)
- ZONING:** Limited Residential (LR)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on October 6, 2021. The public hearing notice was published in the Idaho Mountain Express and the city’s website on October 6, 2021. A notice was posted on the project site on October 19, 2021.

**SUMMARY**

The Applicant is proposing to subdivide Lot 2 of the Gem Street Subdivision, located at 151 Topaz Street (the “subject property”) into two lots (the “project”). The subject property is zoned Limited Residential (LR) and has an existing single family dwelling unit and detached garage. The project proposes to retain the existing single family dwelling unit and garage and create a new 9,000 square foot lot on the eastern portion of the existing lot. See Attachment B for the preliminary plat illustrating the location of the existing dwelling unit and proposed lot lines for the new lot.

As the application is the subdivision of an existing lot within the Gem Street Subdivision, not all development and improvements standards apply to the application. See Section III in the staff report and Attachment C for a full review of applicable standards.

The new lot meets all dimensional standards required in the LR zone district and does not create any nonconformities with existing structures. See Section III in the staff report for a full review of dimensional standards.

The proposed subdivision also meets the intent of the goals and policies of the comprehensive plan and is in conformance with the Future Land Use Map designation for the property. See Section III in the staff report for a full analysis of goals, policies, and land use designation.

Staff believes the project to be in conformance with all requirements of the zoning code, all standards related to design review, and all subdivision requirements for preliminary plats.

## **BACKGROUND**

The City of Ketchum received the application for Subdivision Preliminary Plat on April 5, 2021. The application was deemed complete on June 9, 2021, after one review for completeness. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on June 25, 2021. All department comments have been addressed satisfactorily.

## **CONFORMANCE WITH SUBDIVISION STANDARDS**

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Title 16 of the KMC outline, subdivisions of land and required improvements shall be in conformance with the city’s comprehensive plan and that lots created through the subdivision process meet the dimensional standards for the applicable zone district as outlined in Title 17.

### Comprehensive Plan

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: *Housing*, Chapter 4: *Community Design and Neighborhoods*, and Chapter 9: *Public Safety and Utilities* that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
  - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one additional dwelling unit and one additional accessory dwelling unit than exists today. Policy H-1.3 of this goal discusses the desire to integrate affordable housing into neighborhoods. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” Staff believes the approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
  - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). The subject property is located within the Gem Street Neighborhood, one of the oldest and least modified neighborhoods in the community. Many of the lots are large in size with smaller footprint log cabin or A-frame residential dwelling units. Some properties include a detached garage in addition to the



- primary dwelling unit. The subject property is one of the larger lots in the Gem Street Neighborhood, equivalent to almost four of the properties found to the south and west. As the application is a request to create one lot, not multiple lots, the perceived impact of the subdivision may be less.
  - Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding neighborhood, design of the future structure may differ. Design review is not required for single family dwelling units.
- Public Safety and Utilities Goal PDU-3: Provide safety related capital improvements in conjunction with new development.
  - Policy PSU-3.2 outlines that infill development and redevelopment should be encouraged where excess utility capacity is available. Policy PSU-1.1 discusses that the city will continue to provide high-quality police and emergency services. The Gem Streets are a neighborhood where providing street maintenance and emergency services is very challenging. Most areas do not have dedicated public right-of-way and where right-of-way exists, it is substandard in width and level of improvements. Public improvements required for redevelopment of property is one of the few ways the city can offer greater levels of service to the neighborhood through right-of-way dedications and physical improvements to streets and drainage.
- Future Land Use Map (FLUM)
  - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lot is 9,000 square feet, which is the minimum lot size in the LR zone district. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Based on the analysis above, staff believes that although the subdivision of the property may result in new development with a different design than exists today, the proposal is in conformance with the FLUM and forwards some of the other policies aimed at housing and public safety.

#### Dimensional Standards

New lots created in the LR zone district must meet dimensional standards as outlined in [KMC 17.12.030](#). Subdivision applications must demonstrate that the lot(s) created conform to the minimum lot area, minimum lot width, and building setback lines. For subdivisions of existing lots, a subdivision of land cannot create a nonconformity. For this application, the minimum lot area and widths are in conformance with the LR zone district. Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. The existing lot is reduced in size to 24,093 square feet and 152.6 feet wide at the narrowest point. The new lot is 9,000 square feet with an average width of 80 feet. Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements.

Building setback lines for development on the new lot will be reviewed and verified at building permit application. The single-family dwelling unit meets all setback requirements, however, the detached garage meets side setback requirements to the eastern property boundary of the new lot, however, does not meet front setback requirements and is considered non-conforming. The subdivision application meets the zoning requirements as the creation of the new lot is not creating or increasing the nonconformity of the garage.

Based on this analysis, staff believes that the proposed subdivision meets all applicable dimensional standards.

## Subdivision Standards

Please see Attachment C for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street Neighborhood, has partial designated right-of-way. However, the right-of-way is minimal. West of the property, the right-of-way is 25 feet but narrows to only 10 feet adjacent to the subject property, turning into a private driveway at the eastern property boundary. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access.

The following items are required to achieve this:

- 5-foot Snow storage and utility easement along Emerald Street
- Designation of driveway curb cut location onto Emerald Street from the new lot, see recommended condition of approval #1
- Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern side of the designated driveway access point of the new lot to meet minimum fire access requirements
- 20x20 access easement on the new lot for the city to facilitate maneuvering of snowplows or other equipment

Plat note #3 of the original Gem Street Subdivision noted that existing fences within the snow storage easement were allowed to remain until their respective lots are developed. This subdivision application is considered a “development”, therefore, the fences along Emerald Street on the subject property must be removed prior to approval of the final plat. Staff recommends condition of approval #2 to address this item.

## Conclusion

Staff believes the proposed preliminary plat, as conditioned, meets the intent of the comprehensive plan, meets all applicable zoning requirements, and meets all applicable subdivision requirements and standards for a preliminary plat.

### **I. STAFF RECOMMENDATION**

Staff recommends **approval** of the Preliminary Plat application subject to the following conditions:

1. Prior to construction of required improvements, construction plans for proposed improvements to Emerald Street shall be reviewed and approved by the City Engineer.
2. The Final Plat application shall include a plat note restricting construction of driveway curb cuts on the new lot to the turnaround access easement location as shown on the preliminary plat.
3. All fences located within snow storage easements must either be relocated or removed entirely and verified by a member of the City of Ketchum Planning staff, prior to approval of the Final Plat.
4. The Final Plat application shall not include Plat note 3 provided that all fences have been adequately removed or relocated.

5. All right-of-way improvements shall be completed and accepted by the City of Ketchum City Engineer prior to approval of the Final Plat.
6. 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.

## **II. RECOMMENDED MOTION**

"I move to recommend approval of the Okada Subdivision Preliminary Plat application, as conditioned, as it conforms to the comprehensive plan, the zoning regulations and all applicable subdivision regulations for a preliminary plat."

### **ATTACHMENTS:**

- A. Application Materials – Application and supplemental materials
- B. Application Materials – Preliminary Plat Plan Set
- C. Preliminary Plat Requirements Evaluation

# Attachment A: Application and Supplemental Materials



City of Ketchum  
Planning & Building

**CERTIFIED  
COMPLETE**

6-2-21  
mf

OFFICIAL USE ONLY	
Application Number:	P21-034
Date Received:	6-5-21
By:	mf
Fee Paid:	2600.00
Approved Date:	
By:	

Preliminary Plat

**Subdivision Application**

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: <i>Byoux</i> Subdivision		<i>Byoux Subdivision</i>	
Owner of Record: Sallie Castle			
Address of Owner: PO Box 2422, Ketchum, ID 83340			
Representative of Owner: Sean Flynn / Galena Engineering			
Legal Description: Lot 2, Block 1, Gem Street Subdivision			
Street Address: 151 Topaz Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 33,093 Sq. Ft.			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Public Utility Easements			
Briefly describe the improvements to be installed prior to final plat approval:			
Water and Sewer Services to Lot 2			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

*Sean Flynn*

Sean Flynn / Galena Engineering

04/02/2021

Applicant Signature

Date

# GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

## TRANSMITTAL LETTER

DATE: April 2, 2021

TO: Abby Riven, Planner  
City of Ketchum  
480 East Avenue North  
Ketchum, ID 83340

SUBJECT: Castle Subdivision Preliminary Plat Application

TRANSMITTED: X Herewith  
  
Separate Cover  
  
By Carrier

REMARKS:

Abby,

Attached please find:

- Application
- Application fee of \$2600 (\$1300 per lot)
- 1 copy of the preliminary plat (with and without aerial)
- Title Report and Deed

This application is to subdivide Lot 2 of Gem Street Subdivision, into 2 lots. Please feel free to contact me if you have any questions or comments, or if you need any additional information. I appreciate your assistance.

Sincerely,



Sean Flynn, PE  
GALENA ENGINEERING, INC.



**ALTA OWNER'S POLICY OF TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Authorized Countersignature

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
(208) 726-0700  
Agent ID: 120037



Frederick H. Eppinger  
President and CEO

Denise Carraux  
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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File No. 2022464

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-0000-340873208



## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



## CONDITIONS (Continued)

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## CONDITIONS (Continued)

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

**ALTA OWNER'S POLICY OF TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Name and Address of  
Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 2022464

**Policy No.:** O-0000-340873208

**Address Reference:** 151 Topaz St., Ketchum, ID 83340  
(For Company Reference Purposes Only)

**Amount of Insurance:** \$1,475,000.00

**Premium:** \$3,730.00

**Date of Policy:** November 25, 2020 at 1:20pm

**1. Name of Insured:**

Sallie Castle

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

Sallie Castle

**4. The Land referred to in this policy is described as follows:**

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

## SCHEDULE B

File No.: 2022464

Policy No.: O-0000-340873208

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. 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.
2. 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.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
6. 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.
7. 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.
8. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Facts evidenced by that certain Survey, recorded June 8, 2018, as [Instrument No. 652396](#), records of Blaine County, Idaho.
12. Indemnity Agreement, including the terms and provisions thereof, by and between Fritz X. Haemmerle and Reli L. Haemmerle and the City of Ketchum, recorded November 20, 2020 as [Instrument No. 675966](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the plat of Gem Street Subdivision, recorded November 20, 2020 as [Instrument No. 675967](#), records of Blaine County, Idaho.

## SCHEDULE B



CZ

**INDEMNITY AGREEMENT**

Effective this 12<sup>th</sup> day of November 2020, Fritz X. Haemmerle and Reli L. Haemmerle (collectively "Owners") and the City of Ketchum ("City"), hereby enter into this Indemnity Agreement ("Agreement") as follows:

**RECITALS:**

WHEREAS the City approved a lot line shift Application filed by the Owners;

WHEREAS, as part of the approval, the City estashed certain right of ways and snow storage easements for the Lots. The Lots are described as follows:

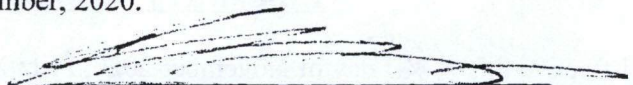
Lots 1 and 2, Gem Street Subdivisions, according to the Official Plat of record, records of Blaine County, State of Idaho.

WHEREAS, the City allowed the Owners to keep their fences in place as a condition of approval of the Application, provided the Owners indemnify and hold the City harmless for damages caused to the fences by the City, so long as the existing fences are located in the right of way or snow storage easements; now therefore

The Parties AGREE AS FOLLOWS:

1. Incorporation of Recitals. The Recitals are incorporated into and made a part of this Agreement.
2. Indemnification. So long as the existing fences are located within the right of way or snow storage easements, as set out in the Gem Street Subdivision Plat, the Owners, on behalf of their agents affiliates, attorneys, successors, and assigns, do fully, finally and forever release and discharge the City against all loses and expenses arising from the City's maintenance of its street, right of ways or easements. If the fences are relocated out of the right of ways or snow storage easement, this indemnification is null and void.
3. Governing Law, Jurisdiction and Venue. This Settlement Agreement and Mutual Release shall be governed by the laws of the State of Idaho. Jurisdiction and venue shall be in Blaine County, State of Idaho.
4. Entire Agreement. This Agreement, together with the accompanying exhibit, constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, agreements, correspondence, conversations, and negotiations.
5. Binding Effect. This Agreement and the Exhibits attached hereto shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and permitted assigns.

Date: This 12 day of November, 2020.



Owner, Reli L. Haemmerle

STATE OF IDAHO )


)ss.

COUNTY OF BLAINE. )

On this 12 day of Nov. 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Reli L. Haemmerle, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that executed the same as his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



  
(Signature of Notary)


My Commission Expires: 8/18/21

6. Counterparts and Fax Signatures. This Settlement Agreement and Mutual Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All parties may sign this Settlement Agreement and Mutual Release with fax signatures.

7. Attorney Fees and Costs. In the event of a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party his reasonable attorney's fees and costs incurred therein whether or not a lawsuit is ever filed and on any appeals.

For OWNERS:

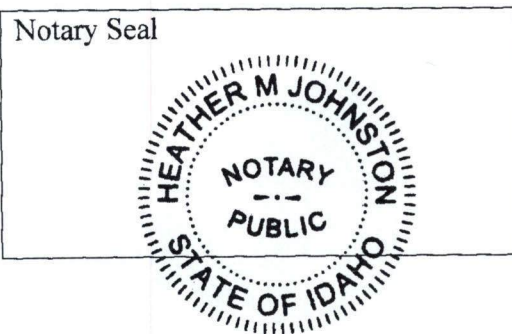
Date: This 12<sup>th</sup> day of November, 2020.

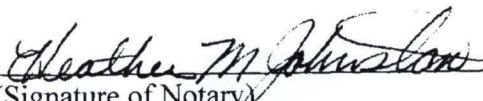
  
Owner, Fritz X. Haemmerle

STATE OF IDAHO )  
 )ss.  
COUNTY OF BLAINE. )

On this 12<sup>th</sup> day of November 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Fritz X. Haemmerle, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that executed the same as his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



  
(Signature of Notary)

My Commission Expires: 9-14-2020



Electronically recorded – Do not  
remove the county stamped first  
page as it is now incorporated as  
part of the original document.



### WARRANTY DEED

FOR VALUE RECEIVED

Fritz Xavier Haemmerle, a married man dealing with his sole and separate property, fifty percent (50%) interest and Reli Louise Haemmerle . an unmarried woman, fifty percent (50%) interest

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Sallie Castle, an unmarried woman

GRANTEE(S) whose current address is: P.O. Box 2422, Ketchum, ID 83340

the following described premises, to-wit:

Lot 2, Block 1 of GEM STREET SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 675967, records of Blaine County, Idaho.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

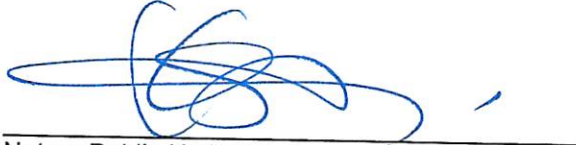
Dated this 25 day of November, 2020.

  
Fritz Xavier Haemmerle

  
Reli Louise Haemmerle

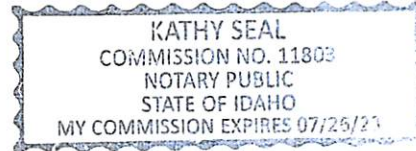
State of Idaho  
County of Blaine

This record was acknowledged before me on 25 day of November, 2020, by Fritz Xavier Haemmerle and Reli Louise Haemmerle.



Notary Public Kathy Seal  
My Commission Expires: 7.26.2023

(STAMP)



# Attachment B: Preliminary Plat Plan Set

# A PLAT SHOWING REPLAT OF LOT 2 GEM STREET SUBDIVISION

WHEREIN LOT 2, BLOCK 1, GEM STREET SUBDIVISION IS SUBDIVIDED AS SHOWN HEREON  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

AUGUST 2021

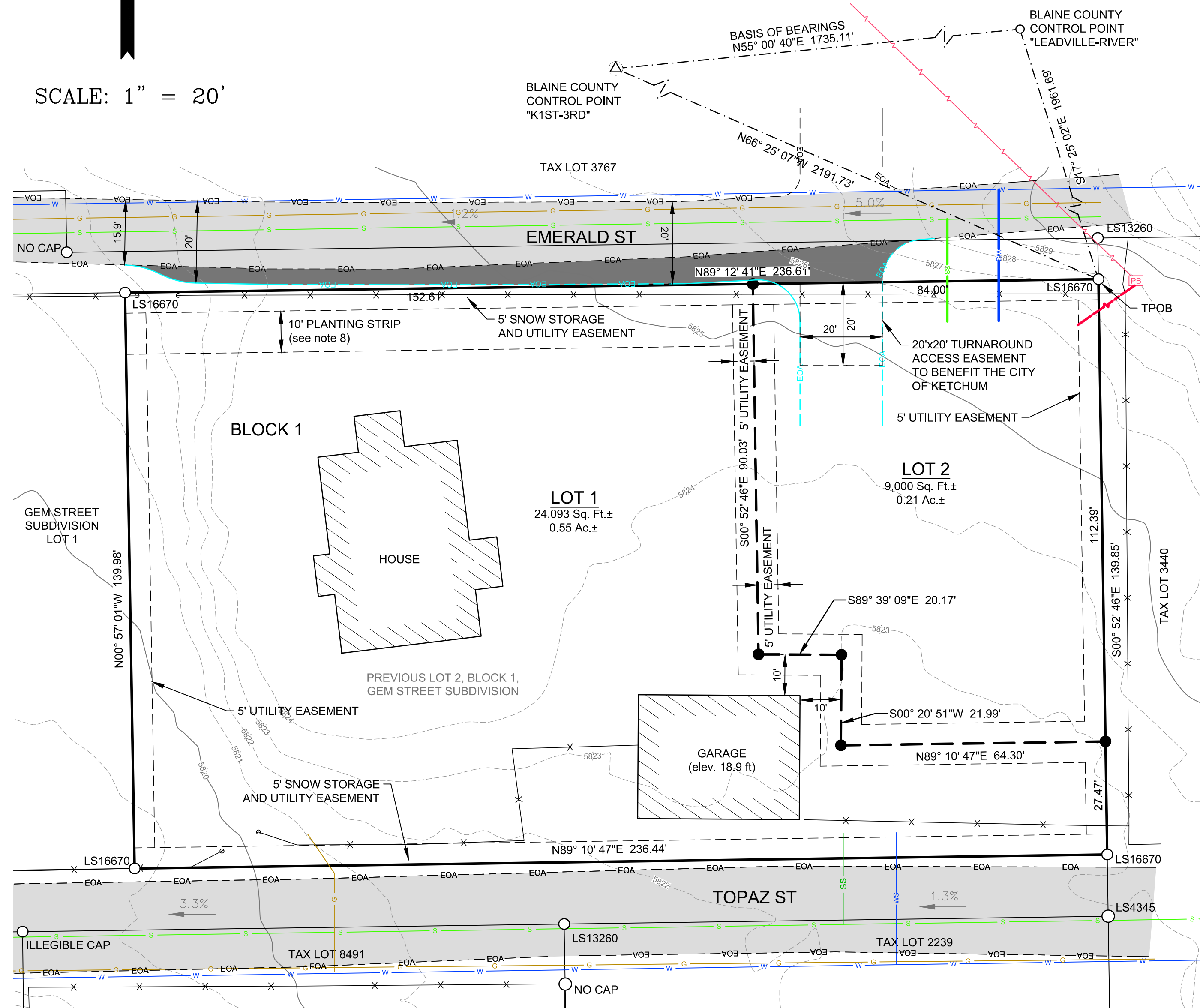


SCALE: 1" = 20'



### LEGEND

	Property Boundary
	Proposed Lot Line
	Adjoiner's Lot Line
	Easement, Type & Width as Shown
	Fence Line
	GIS Tie Line
	Existing Sewer Main
	Existing Sewer Service
	Proposed 4" Sewer Service
	Existing Water Main
	Existing Water Service
	Proposed 3/4" Water Service
	Existing Gas Line
	Existing Overhead Powerline
	Proposed Underground Power Service
	1' Contour Interval
	5' Contour Interval
	Existing Edge of Asphalt Line
	Proposed Edge of Asphalt Line
	Proposed Asphalt
	Existing Building
	Found Aluminum Cap
	Found 1/2" Rebar
	Found 5/8" Rebar
	Set 5/8" Rebar, P.L.S. 16670
	Approximate Existing Drainage Direction and Grade
	Existing Power Transformer



### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to subdivide Lot 2, Block 1, Gem Street Subdivision into Lots 1 & 2, Block 1, Replat of Lot 2 Gem Street Subdivision as shown hereon. The boundary shown is based on found monuments, and the plat of Gem Street Subdivision, Instrument Number 675966, records of Blaine County, Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include; Warranty Deeds, Instrument Numbers 132181, 132252, 229345, & 285434, all records of Blaine County, Idaho.
- A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 2022464, with a Date of Guarantee of November 25, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- As shown hereon, there are existing fences within the proposed snow storage easements. Said fences will be allowed to remain until their respective lots are developed. At that time, the fences will be required to be removed from the snow storage easements, and these easements will be required to be kept clear of obstructions. An indemnification agreement is recorded under Instrument Number 675966, records of Blaine County Idaho, to indemnify the City of Ketchum from any damage to the fences prior to their removal.
- The current zoning is Limited Residential. Refer to the City of Ketchum Zoning Ordinance for more information about this zone.
- The owner and subdivider is Sallie Castle, PO Box 2422, Ketchum, ID 83343. The representative is Sean Flynn, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.
- A 5' Utility Easement exists adjacent to all exterior lot lines and centered along all interior lot lines. All utilities to be installed underground.
- Parking of cars and other vehicles is prohibited along Emerald and Topaz Street within the City Right of Way, or within any asphalted areas of the Streets.
- A 10' planting strip on Lot 1, as shown hereon, shall be devoted exclusively to landscaping. No vehicular access from Lot 1 onto Emerald Street is permitted.
- A 5' snow storage easement, as shown hereon, is reserved for use by the City of Ketchum for the placement of snow removed from public rights-of-way.

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



REPLAT OF LOT 2 GEM STREET SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 1 OF 2  
Job No. 8074

### CERTIFICATE OF OWNERSHIP

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

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

Lot 2, Gem Street Subdivision

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 units shown within this plat.

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

\_\_\_\_\_  
Sallie Castle

### ACKNOWLEDGMENT

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

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

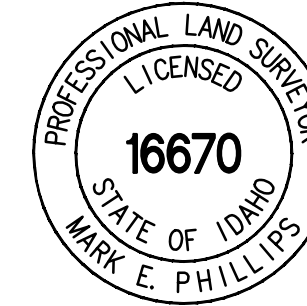
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

### SURVEYOR'S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



### BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

\_\_\_\_\_  
Date

### KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

### KETCHUM CITY COUNCIL'S APPROVAL

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

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

\_\_\_\_\_  
Date

Certified by City Clerk

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

\_\_\_\_\_  
Date

### BLAINE COUNTY TREASURER'S APPROVAL

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

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

\_\_\_\_\_  
Date

### BLAINE COUNTY RECORDER'S CERTIFICATE

REPLAT OF LOT 2 GEM  
STREET SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 2 OF 2  
Job No. 8074

# Attachment C: Preliminary Plat Requirements Evaluation



City of Ketchum  
Planning & Building

Gem Street Replat Subdivision Applications  
Preliminary Plat Requirements Evaluation

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 5, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>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.</b>
			<i>Findings</i>	The subdivision application was deemed complete on June 25, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>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.</b>
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the application is a replat of Lot 2 of the existing Gem Street Subdivision. As this is a subdivision of an existing lot, the subdivision name remains the same.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Findings</i>	As shown on Sheets 1 and 2, the owner and subdivider is Sallie Castle. The plat was prepared by Mark Phillips of Galena Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining tax lots to the east, north, and south, as well as the lot within the Warm Springs Subdivision to the west.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>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.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing dwelling unit and detached garage on Lot 1 and all adjacent streets. Sheet 1 also indicates the snow storage and utility easement, and turnaround access easement on the northern property boundary, and utility easements along all property lines.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of both lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #4 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>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.</b>
			<i>Findings</i>	No new streets or blocks are proposed for the project; however, Sheet 1 of the preliminary plat includes names and dimensions of all existing right-of-way for Emerald Street to the north and Topaz Street to the south. Sheet 1 of the preliminary plat shows the locations and lot lines for the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>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.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1, the existing dwelling unit is currently served by city water and sewer. The new lot will have separate services for water and sewer from the main lines in Emerald Street as shown on Sheet 1 of the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	<b>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.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>





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			<i>Findings</i>	This standard does not apply as no addition tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>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.</b>
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the surrounding streets. There are no collector streets within this are of the Gem Street Neighborhood as the streets are dead ends. Highway 75 is the closest arterial, located just west of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<b>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.</b>
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	<b>Lot area of each lot.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Lot 1 is 24,093 square feet and the area of Lot 2 is 9,000 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	<b>Existing mature trees and established shrub masses.</b>
			<i>Findings</i>	As verified by a site visit with city staff, the subject property includes multiple mature trees, primarily on Lot 1. Lot 2 contains some shrubs in the northeast corner where the property slopes uphill toward the right-of-way of Emerald Street. None of the trees on Lot 1 are within the snow storage easement. A 10-foot-wide planting strip is noted for Lot 1 as the existing lot is a nonconforming double frontage lot. Per plat note #8, the planting strip along Lot 1 shall be devoted exclusively to landscaping. No vehicular access from Lot 1 onto Emerald Street is permitted.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated November 25, 2021 and a warranty deed recorded on November 25, 2020 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>Required Improvements:</b> 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.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. As outlined in condition of approval #4, all right-of-way improvements are required prior to approval of the Final Plat. The subject property does not include any watercourses, rock outcroppings, significant shrub masses or historic areas. At this time, a development proposal has not been submitted for the future use of the property. All future development plans must comply with all applicable provisions of Title 17, including KMC 17.124.170 – Minimum standards for one-family dwellings.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	<b>Improvement Plans:</b> 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.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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



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				<p>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.</p>
			<i>Findings</i>	As noted in condition of approval #4, all required improvements must be complete prior to approval of the Final Plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Compliance with this standard will be required for Final Plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol>



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			<p>(25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p><i>Findings</i></p>	<p>1. The proposed townhouse subdivision meets all dimensional standards as outlined in the LR zone district. The minimum lot size is 9,000 square feet. Lot 1 and Lot 2 are 24,093 square feet and 9,000 square feet. Future development of Lot 2 must comply with setback requirements in the LR zone district. The existing structures on Lot 1 meet setback requirements for the LR zone district. The required minimum lot width in the LR zone district is "80 feet average". The average is taken by measuring the width of the lot in 10-foot increments and taking the average of all measurements. Using this methodology, the average lot width for Lot 1 is greater than 152.6 feet and 80 feet for Lot 2.</p>



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				<ol style="list-style-type: none"> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets</li> <li>3. The subject property is not a corner lot.</li> <li>4. The newly created Lot 2 is within 20 degrees to a right angle to the street lot line along Emerald Street.</li> <li>5. The subject property is not a double frontage lot. Lot 1 is an existing double frontage lot that was previously approved as part of the original Gem Street Subdivision in November 2020. A 10-foot planting strip has been added to Lot 1, restricting vehicular access from Emerald Street.</li> <li>6. Both lots have a minimum of 20 feet of frontage on Emerald Street or Topaz Street. Lot 1 has 236.44 feet of frontage on Topaz Street and Lot 2 has 84 feet of frontage on Emerald Street.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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</li> </ol>



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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			<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Emerald Street is classified as a residential street, requiring a minimum right-of-way of 60 feet. Emerald Street, unlike some streets in the Gem Street Neighborhood, has a designated right-of-way. However, the right-of-way is minimal. West of the property, the right-of-way is 25 feet but narrows to only 10 feet adjacent to the subject property, turning into a private driveway at the eastern property boundary. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The original Gem Street Subdivision, approved in November 2020, dedicated the 10 feet of right-of-way adjacent to the subject property. Additional right-of-way dedication to achieve a consistent 25 feet must come from the adjacent property to the north if or when it develops in the future. The goal for this application is to meet or exceed the minimum width and improvements required for efficient maintenance (primarily snow removal) and emergency service access. The following items are required to achieve this:</p> <ul style="list-style-type: none"> <li>• 5-foot Snow storage and utility easement along Emerald Street</li> <li>• Designation of driveway curb cut location onto Emerald Street from the new lot, see recommended condition of approval #1</li> <li>• Widening of pavement within the right of way to a consistent 20 feet from the western property boundary to the eastern side of the designated driveway access point of the new lot to meet minimum fire access requirements</li> </ul>



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				<ul style="list-style-type: none"> <li>20x20 access easement on the new lot for the city to facilitate maneuvering of snowplows or other equipment</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> 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.</p>
			<i>Findings</i>	This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>





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				<p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<p>As shown on Sheet 1 of the preliminary plat, Lot 1 and Lot 2 include a 5-foot snow storage and utility easement. Lot 2 includes a 20x20 foot turnaround access easement for maneuvering of snowplows during the winter months. Both lots include 5-foot utility easements along all property boundaries.</p> <p>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, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum sewer system main located in Topaz Street. Lot 2 will be connected to the City of Ketchum sewer system main located in Emerald Street.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>



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			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. Lot 1 is connected to the City of Ketchum water system main located in Topaz Street. Lot 2 will be connected to the City of Ketchum water system main located in Emerald Street.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	As outlined in plat note #8, a 10-foot planting strip applies to Lot 1. The purpose of the planting strip is to limited vehicular access onto Emerald Street with the addition of a driveway for Lot 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:             <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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</li> </ol>



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				<p>established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ul>
			<i>Findings</i>	This standard does not apply as this application is the subdivision of an existing lot. On-site grading for development on Lot 2 must meet all requirements of Title 17 – Zoning Regulations and Title 15 – Buildings and Construction.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> 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.</p>
			<i>Findings</i>	The subject property is mostly flat, with existing drainage operating adequately to manage surface water on site. Drainage of stormwater from the right-of-way and proposed improvements have been verified by the City Engineer. Prior to start of construction of right-of-way improvements, construction drawings shall be



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				reviewed and approved by the City Engineer as outlined in condition of approval #1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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.</p>
			<i>Findings</i>	All existing utilities are underground for the existing residential dwelling unit and detached garage. As show on Sheet 1 of the preliminary plat, new utilities will be installed underground. Utility locations will be reviewed and verified at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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.</p>
			<i>Findings</i>	The proposed subdivision does not create substantial additional traffic, therefore, no improvements are required.



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**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
SPECIAL MEETING OF OCTOBER 26, 2021**

Recommendation and Summary

Staff recommends the Planning and Zoning Commission (the “Commission”) hold a public hearing to review and provide recommendations to staff on the following:

- Draft ordinance that establishes a permanent ordinance for Historic Preservation and revises the Design Review chapter of the Ketchum Municipal Code (KMC).
- Draft Community Core Design Guidelines.

The Historic Preservation Commission (HPC) is scheduled to review this information at their regular meeting on November 2, 2021. The HPC will make separate recommendations to the City Council from those of the Planning and Zoning Commission.

Staff has scheduled two Planning and Zoning Commission meetings for review of the proposed ordinance and design guidelines. Staff is recommending the Commission review the materials and provide direction to staff on any changes at the October 26<sup>th</sup> meeting. Staff will return to the Commission on November 16<sup>th</sup> for final action and recommendations to the City Council.

Background

Following an emergency ordinance adopted on October 19, 2020, placing a stay on the demolition of historic structures, the City Council adopted an interim ordinance on January 15, 2021, that did the following:

- Updated the List of Existing Historic Structures
- Appointed the Historic Preservation Commission
- Updated Demolition Requirements for Older Buildings
- Established Process for Alterations to Existing Historic Structures

The interim ordinance included as Attachment A is valid for one year, expiring on January 15, 2022. Following adoption of the interim ordinance, city staff worked with Logan Simpson, a consultant specializing in historic preservation and design guidelines to do the following:

- Develop permanent ordinance language for historic preservation
- Development design guidelines for the community core – including a specific historic preservation section
- Develop a historic preservation handbook with guidance on and incentives for preservation of historic structures

An executive summary of the project has been provided by Logan Simpson, including an overview of the process, community outreach efforts, and key takeaways. The summary is included as Attachment B to the staff report. The city maintains a project website at [www.tinyurl.com/KetchumCommunityCharacter](http://www.tinyurl.com/KetchumCommunityCharacter) that projects project updates, links to relevant documents, and links to past and future meetings.

## Design Guidelines

The purpose of the Community Core Design Guidelines is to establish an overall vision for development in the Community Core of the City of Ketchum. Currently, design requirements for new construction or redevelopment in the Community Core are contained in KMC 17.96.070. Although descriptive, the current design requirements lack specificity. Concerns have been raised that recent development proposals do not meet the intent of the design requirements, resulting in development that is not compatible with the character of Ketchum. The proposed Design Guidelines seek to:

- Establish what the character of the Community Core is and is not
- Establish what the character of the Community Core should be
- Provide guidance on what features should be utilized to achieve the desired character
  - Includes illustrations to explain certain guidelines
  - Discusses the importance of contextual design considering surrounding buildings and spaces
  - Encourages creativity by identifying elements and characteristics, not specific architectural styles
- Provide guidance on how to approach redevelopment of a property with a Historic Building

The proposed design guidelines are not mandatory standards, they are recommendations for how new development can integrate into the existing fabric of downtown Ketchum. Architects retain creative control over the design and presentation of a project.

## Proposed Ordinance

The proposed ordinance covers three main topics: the Historic Preservation Commission, historic preservation of historic buildings and sites, and design guidelines and design review process. Below is an overview of proposed changes and references for each of the topics. The full redline of the ordinance can be found in Attachment D of the staff report. Attachment E is a clean version of the ordinance for ease of use.

### *Historic Preservation Commission (HPC)*

- Found in [Chapter 4.08 of the KMC](#).
- Finalize the composition of the HPC membership - how many members and who can serve
- Finalize list of duties and responsibilities of the HPC - maintenance of the Historic Building/Site List and review of applications for alterations and demolition of historic buildings.
- Update references to the HPC from “Commission” to “HPC” - reduce confusion between the HPC and the Planning and Zoning Commission

### *Historic Preservation of Historic Buildings and Sites*

- Convert the existing interim ordinance into a permanent ordinance by Creating a new Chapter in the Zoning Ordinance, 17.20, specifically related to Historic Preservation.
- Include standards contained in the existing interim ordinance into the new Historic Preservation Chapter of 17.20 of the KMC including:
  - Criteria for listing historic buildings or sites
  - Process and criteria for demolition and alteration of historic buildings

- Dangerous building conditions
- Enforcement and maintenance
- Add opportunities and relief from city regulations to incentivize the preservation of historic buildings including:
  - Ability to comply with Building Code requirements through alternative measures
  - Parking exemptions for historic buildings
  - Relief from Nonconforming Building requirements

*Design Review Guidelines and Process*

- Found in [Chapter 17.96 of the KMC](#).
- Replace the present design standards in the Community Core with the [Draft Design Guidelines](#).
- Reorganize the existing Improvements and Standards to include some standards from the Community Core including requirements for:
  - Trash disposal areas
  - Surface parking lots
  - Screening of roof and ground mounted equipment
  - Replacement of healthy and mature trees
- Streamline the existing design review process by exempting certain projects from Preapplication Design Review. Projects still subject to Preapplication Design Review include:
  - Projects with 4 stories or more
  - Projects on a lot or lots with an area of 11,000 square feet or greater
- Preapplication Design Review for exempt projects will be optional at the discretion of the applicant.

Next Steps

The Historic Preservation Commission (HPC) is scheduled to review this information at their regular meeting on November 2, 2021. Staff requests the Commission make final recommendations to the City Council on the two drafts at a special meeting scheduled for November 16, 2021. The City Council is scheduled to conduct a work session on the two drafts November 29, 2021. Following that work session, staff will present final drafts of the Design Guidelines and Ordinance language to the City Council for first review at a special meeting scheduled for December 13, 2021.

Attachments

- A. Interim Ordinance 1216
- B. Executive Summary – Logan Simpson
- C. Draft Community Core Design Guidelines
- D. Draft Ordinance - Redline
- E. Draft Ordinance – Clean
- F. Final List of Historic Building-Site List – Adopted October 19,2021

**Attachment A:  
Interim Ordinance 1216**



## ORDINANCE NUMBER 1216

**AN INTERIM ORDINANCE OF THE CITY OF KETCHUM, IDAHO, APPOINTING MEMBERS OF THE HISTORIC PRESERVATION COMMISSION; ESTABLISHING A LIST OF HISTORIC AND ARCHITECTURALLY SIGNIFICANT STRUCTURES IN THE COMMUNITY CORE DISTRICT (CC); ESTABLISHING REVIEW STANDARDS FOR DEMOLITION OR ALTERATION OF HISTORIC STRUCTURES; ESTABLISHING MINIMUM MAINTENANCE REQUIREMENTS FOR HISTORIC STRUCTURES; PROVIDING REMEDIES FOR DANGEROUS BUILDINGS; PROVIDING ENFORCEMENT STANDARDS; PROVIDING FOR AN EFFECTIVE PERIOD FOR THE INTERIM ORDINANCE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the 2014 Comprehensive Plan identifies community character preservation as one of the community's ten core values; and

WHEREAS, Policy CD-1.2 of the Comprehensive Plan states, "Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection. The City should encourage the private sector to preserve and rehabilitate buildings and sites through local landmark designations, public improvements, guidelines, and other tools."; and

WHEREAS, on October 15, 2020, the City Council of the City of Ketchum adopted Ordinance No. 1213, as an emergency ordinance to stay the processing of new demolition permit applications in the Community Core from October 15, 2020 through January 17, 2021 for purposes of historic preservation; and

WHEREAS, the City of Ketchum ("City") conducted numerous public focus group meetings and two online questionnaires seeking discussion on potential options for historic preservation in the Community Core; and

WHEREAS, the City has established a Historic Preservation Commission per Chapter 4.08 of the Ketchum Municipal Code; and

WHEREAS, the City has a demolition permit application in place per Chapter 15.16 of the Ketchum Municipal Code, including consideration of historic buildings; and

WHEREAS, the City has updated the 2005 Archaeological and Historic Survey Report and determined 26 structures to be of historic significance in the Community Core, and

WHEREAS, Chapter 46 of Title 67 of Idaho Code broadly provides for a municipality to seek to preserve historical, archaeological, architectural, and cultural heritage through a comprehensive program of historic preservation; see Idaho Code 67-4601; and

WHEREAS, I.C. 67-4612 authorizes the City to provide for historic preservation by ordinance and special restrictions; and

WHEREAS, I.C. 67-6524 provides for the City to adopt an interim ordinance and permit restrictions, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the City Council of the City of Ketchum, Idaho:

## Section 1. General Provisions

- A. Title: This ordinance shall be known and may be cited as the “*Interim Historic Preservation Ordinance*”.
- B. Purpose: The general purpose of this ordinance is to protect the historic character of the City’s Community Core by establishing baseline regulations and a process to review proposed demolition or alteration of the structures listed in the Community Core District Survey Update (Phase 1), heretofore called the Historic Building List, and attached as exhibit A.
- C. Applicability: The regulations and procedures set forth in this ordinance shall apply to each and every structure listed in Table 1 of the Historic Building List. All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a building permit has been issued for a replacement structure on the property.
  - 1. Except as provided in Section 6, Remediating of Dangerous Building Conditions, no person shall make, or otherwise cause to be made, any demolition or alterations to structures on the Historic Building List without approval by the HPC through the Demolition or Alteration application process described in Section 2. The following types of modifications require HPC review:
    - a. Partial or total demolition of any portion of the structure ; or
    - b. Exterior alterations, including windows or siding replacement, or
    - c. Additions to any structure.
- D. Exceptions: This ordinance 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 Director of Planning and Building.
- E. Appointment of the Historic Preservation Commission. For purposes of this ordinance, the Historic Preservation Commission shall be five members consisting of a maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community appointed by the Mayor with the consent of the City Council. The community members shall have a demonstrated interest, competence or knowledge in history or historic preservation and/or architecture.

## Section 2. Process to Request Demolition or Alteration of Historic Resources

- A. Authority: The Ketchum Historic Preservation Commission (HPC) shall be the review authority for applications seeking to demolish or alter a historic structure on the Historic Building List.
  - 1. The HPC will maintain the Historic Building List.
  - 2. The HPC shall have the authority to add or remove structures from the Historic Building List using the following criteria to determine if a structure should be added or removed from the Historic Building List.
    - a. The structure is associated with events that have made a significant contribution to the broad patterns of Ketchum’s history or development; or
    - b. The structure is associated with the lives of significant persons in Idaho or Ketchum’s history; or
    - c. The structure embodies the distinctive characteristics of a type, period, or method of construction, or the structure represents the work of a master, or possess high

- artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
    - d. The structure yielded or may be likely to yield, information important in history or prehistory.
    - e. The structure is of significance in American, Idaho or Ketchum history, architecture, archaeology, or culture and the site or structure possess integrity of location, design, setting, materials, workmanship, feeling, and association.
  - 3. The HPC shall have the authority to approve, approve with conditions, or deny applications for demolition or alteration of a historic structure on the Historic Building List.
- B. Demolition or Alteration Request Process:
- 1. An applicant seeking to demolish or make any alterations to structures on the HPC Building List shall file a Request for Demolition or Alteration application with the Planning and Building Department. The application shall be processed as set forth in Ketchum Municipal Code Chapter 17.96., Design Review Permits. This process may run concurrent with applications for Design Review.
  - 2. Upon receipt of a complete Request for Demolition or Alteration application and fee, as determined by the Zoning Administrator, the application shall be scheduled for a public hearing before the HPC within 60 days of the application being deemed complete. Notice shall be provided in accordance with KMC Section 17.116.040 C, D, and E.
  - 3. Following the public hearing, the HPC may approve, deny, or approve with conditions the Request for Demolition or Alteration. The HPC will review the application using the criteria in Section 3A to determine if the proposed demolition or alteration of the structure may proceed.

### **Section 3. Review Criteria for Request for Demolition or Alteration Application**

- A. The HPC may approve, approve with conditions, or deny a Request for Demolition or Alteration application based on the following criteria:
  - 1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
  - 2. Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the Community Core , impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
  - 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
  - 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.
- B. Appropriate alterations might include but are not limited to:
  - 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place;
  - 2. Changes to internal building systems that will not adversely affect the external appearance of the building;
  - 3. The erection or removal of temporary improvements.

4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.
- C. The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.

#### **Section 4. Appeal of Request for Demolition or Alteration Application Decisions and Placement or Removal of Properties on the Historic Building List**

- A. The decision of the HPC on a Demolition or Alteration application or placement or removal of a property on the Historic Building List, may be appealed to the City Council by the applicant or affected party pursuant to the appeal provisions contained in Ketchum Municipal Code Section 17.144, Appeals of the Planning and Zoning Commission Decisions.

#### **Section 5. Minimum Maintenance Requirements for Designated Resources.**

- A. All structures on the Historic Building 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 thereof which, 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 which would have an adverse effect upon such designated structures.

#### **Section 6. Remedying of Dangerous Building Conditions**

- A. 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 in which said repairs shall be made by the owner of the structure.
- B. 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.
- C. 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.

#### **Section 7. Enforcement and Maintenance**

- A. If any alteration is made without approval of a Demolition or Alteration application, the City may 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 prior to any alteration occurring.
- B. Except as provided in Section 6, Remedying of Dangerous Building Conditions, no permit shall be issued authorizing any alteration to a structure listed on the Historic Building List until the HPC approves the Request for Demolition or 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. Normal repair and maintenance of structures on the Historic Building List is permitted. 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.

**Section 8. Duration:** This interim ordinance shall be in full force and effect for a period of one (1) year beginning on its effective date and shall terminate and be of no further force nor effect thereafter.

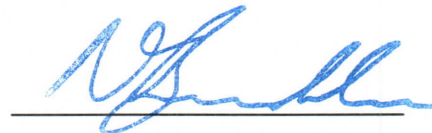
**Section 9. Savings and Severability Clause:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 10. Repealer Clause:** All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

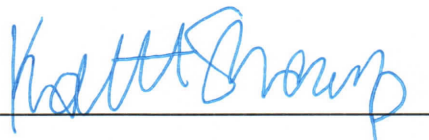
**Section 11. Publication:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "B," shall be published once in the official new spa per of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 12. Effective Date:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 15<sup>th</sup> Day of January 2021.**



Neil Bradshaw, Mayor



Attest: Katrin Sharp, Deputy City Clerk



List of 26 Properties

<b>Name</b>	<b>Address</b>	<b>Date</b>
Bonning Cabin	531 5 <sup>th</sup> Street East	c.1882
Thornton House	560 East Avenue North	c.1912
E.B Williams House	520 East Avenue North	c.1884
Jack Frost Motel	591 4 <sup>th</sup> Street East	1940
George Castle Cabin	431 ½ Walnut Avenue	1930s
Michel's Christiania Restaurant	303 Walnut Avenue	c. 1960
Brass Ranch House	571 2 <sup>nd</sup> Street	c.1920s
McCoy/Gooding/Miller House	480 East 2 <sup>nd</sup> Street	c.1884
Lon Price/Esther Fairman House	180 Leadville Avenue North	c.1929
St. Mary's Catholic Church	380 Leadville Avenue North	c.1880s
Fagan Property	411 Sun Valley Road	c.1940s
Comstock & Clark Mercantile	300 North Main Street	c.1887
Pioneer Saloon	308 North Main Street	c. 1945
Helm Property	340 North Main Street	c.1940s
Former Post Office	460 North Main Street	1969
Bert Cross Cabin	271 ½ Leadville Avenue North	c.1938
Ketchum Kamp Hotel	220 North Main Street	c. 1925
Lewis Bank	180 North Main Street	c.1930s
First Telephone Co.	340 North 2 <sup>nd</sup> Street	c. 1930s
Dynamite Shed	271 Sun Valley Road	c. 1880
Battis house	431 Washington Avenue	c.1940s
McAtee House	380 1 <sup>st</sup> Avenue	c.1930s
Forest Service Park	Between River and 1 <sup>st</sup> Street	1933
Community Library/Gold Mine Thrift Shop	331 Walnut Avenue	1958
Greenhow & Rumsey Store (NRHP listed)	211 North Main Street	1884
Horace Lewis Home/Elephant's Perch	280 East Avenue North	c. 1880

Attachment B:  
Executive Summary – Logan  
Simpson

# KETCHUM COMMUNITY CORE DESIGN GUIDELINES

Executive Summary | October 20, 2021

## Background And Context

The downtown core of the City of Ketchum, referenced herein by the associated zone district of the Community Core, has been ever evolving since its conception in the late 1800's. Initially influenced by mining and later known as a premier resort community, the Community Core's roots are in the people that call Ketchum home. Many of the small one-story bungalows erected by the original settlers still stand, despite current development pressures to maximize property development. These development pressures present the City with the challenge of balancing preservation and development.

In October of 2020, the City of Ketchum took the first large step toward finding that balance by enacting an emergency ordinance to place a ninety-day stay on all demolition of historically significant buildings within the Community Core in order to assess the need for historic preservation regulations. As a result of public outreach to assess the community values with regards to historic structures, it was determined that the highest priority was to preserve buildings associated with significant people or events rather than preserving buildings based on architectural style. During the ninety-day stay, an interim ordinance was developed to establish the foundation of historic preservation in the Community Core. The ordinance included the following four primary components:

- Updated the list of significant historic structures to define the parameters of preservation;
- Appointed the Historic Preservation Commission;
- Updated the demolition requirements for buildings fifty years old and older; and
- Established a process for alterations to and demolition of existing historic structures.

The interim ordinance was adopted with an expiration of one year from the date of adoption and was followed with development of a permanent ordinance and design guidelines to represent an overall vision for the Community Core and guide future development. The following pages outline the outreach efforts that lead to the resulting language included in the permanent ordinance and design guidelines.

## A Community Driven Process

This project has been deeply seated in community feedback from the beginning with opportunities during the interim ordinance phase and the subsequent development of the design guidelines and permanent ordinance. During the interim ordinance phase, the community was provided with the opportunity to weigh in on the priorities for the interim ordinance in the form of community stakeholder interviews and an online survey. The online survey was distributed on Ketchum's Facebook page and the City's website. In addition, planners from multiple communities in the mountain west were engaged as part of case study research to review and analyze historic preservation programs identified by the public, as well as staff and elected officials.

### Select Quotes from the Questionnaire and Stakeholder Interviews

*"Allow for innovative, adaptive reuse of historic buildings, whereby the property may be altered, as long as signature elements and features of the properties historic appearance are preserved."*

*"There should be a tight evaluation system to ensure that age is not the only criteria for saving a building. Unique architectural and/or truly historic features of a building are key conditions to consider."*

*"Seek a balance between preservation of the City's historic gems and also moving forward with development and in-fill."*



Generally, what we heard from the community is a desire for balance - balancing historic preservation with development and private property rights. The comments from the questionnaire and interviews were similar, but the comments from the interviews showed a stronger preference for limiting the prohibition of demolition to only certain types of historic structures, rather than prohibiting demolition of all historic buildings.

<i>Questionnaire Responses</i>	<i>Stakeholder Interviews</i>
<ul style="list-style-type: none"> <li>• Criteria and review process for historic designation</li> <li>• Designate Ketchum historic preservation commission</li> <li>• Stay/delay demolition for all historic buildings</li> <li>• Prohibit demolition of certain historic buildings</li> <li>• Documentation of designated historic structures</li> </ul>	<ul style="list-style-type: none"> <li>• Balance preservation with growth and development</li> <li>• Tiering criteria for preservation protections</li> <li>• Preserve character defining resources</li> <li>• Educate public on the “why”</li> <li>• Require archaeological process or approval of a development plan prior to demolition</li> </ul>

In the online questionnaire, respondents were asked to rank various tools, incentives, and standards in order of most important to least important for inclusion in Ketchum's Historic Preservation Program. The list below represents a ranked order of what the community feels is most appropriate to least appropriate:

1. Criteria And Review Process for Historic Designation
2. Designate Ketchum Historic Preservation Commission
3. Stay/Delay Demolition for All Historic Buildings
4. Prohibit Demolition of Certain Historic Buildings\*
5. Documentation of Designated Historic Structures
6. Review Process and Design Guidelines for Modification to Existing Historic Structures
7. Preservation of Characteristic Building Features
8. National Register of Historic Structures Eligibility Criteria
9. Density/Development Bonuses for Preservation of Historic Structures
10. Process For Relocation of Existing Historic Structures
11. Property Owners' Voluntary Inclusion of Historic Structures on a Local Landmark List
12. Property Owners' Voluntary Inclusion of Historic Structures on a National Landmark List
13. Mandatory Inclusion of Historic Structures on a Local Landmark List
14. Mandatory Inclusion of Historic Structures on a National Landmark List

These components were then organized into three categories for inclusion in Ketchum's overall historic preservation program: interim ordinance, permanent ordinance, and design guidelines/historic preservation handbook.

Interim Ordinance

- Designate Ketchum Historic Preservation Commission
- Stay/Delay Demolition For All Historic Buildings
- Prohibit Demolition Of Certain Historic Buildings
- Documentation Of Designated Historic Structures
- Alterations to Existing Historic Structures\*

Permanent Ordinance

- Criteria and Review Process for Historic Designation
- Process For Relocation Of Existing Historic Structures
- Property Owners' Voluntary Inclusion Of Historic Structures On A Local Landmark List
- Property Owners' Voluntary Inclusion Of Historic Structures On A National Landmark List
- Mandatory Inclusion Of Historic Structures On A Local Landmark List
- Mandatory Inclusion Of Historic Structures On A National Landmark List

Design Guidelines & Preservation Incentives

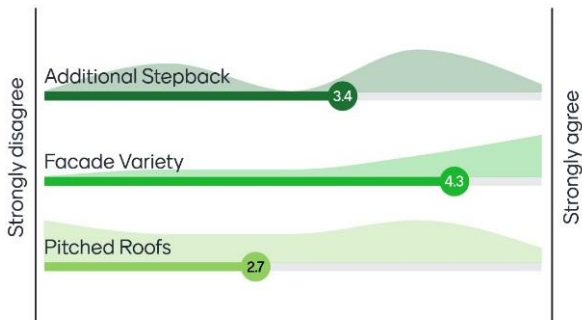
- Review Process And Design Guidelines For Modification To Existing Historic Structures
- Preservation Of Characteristic Building Features
- National Register Of Historic Structures Eligibility Criteria
- Density/ Development Bonuses For Preservation Of Historic Structures

Ample feedback opportunities were also provided during the outset of the design guidelines and permanent ordinance development, which kicked off with a visioning session with the City Council, Planning Commission, and newly appointed Historic Preservation Commission (joint work session). Staff and the consultant team presented a series of images to determine the elements that comprise the desired building forms and character of the Community Core. To discuss basic building forms, the group was presented with the images below which represent from left to right: **Additional Setbacks for Upper Floors, Façade Variety, and Pitched Roofs:**



Using a text polling platform called Menti, the members were asked to vote for their desired option. Per the image to the right, it was determined that the most important element was façade variety. The following summarizes the general statements made during the discussion:

- By breaking up massing, building can be more distinct
- Provides character
- Want to keep authenticity
- Appropriate for larger buildings but don't want to force it
- Don't want it to look fake



Next, a series of images was presented showing the existing buildings and spaces of Ketchum's Community Core, as well as a series of buildings from other communities, to dive deeper into what really defines the character of the area. The same images were later presented to the public in an in person open house and a digital questionnaire through the City's website.

## Community Outreach by The Numbers

During the interim ordinance phase, the feedback received built upon the initial outreach the City conducted in early October. The interim ordinance engaged the community through both community stakeholder interviews and an online questionnaire. To supplement the community feedback, we conducted case studies and interviews with planners from multiple communities in the mountain west to identify strengths and weaknesses of various historic preservation programs that the public mentioned and determine if those programs were appropriate for Ketchum.



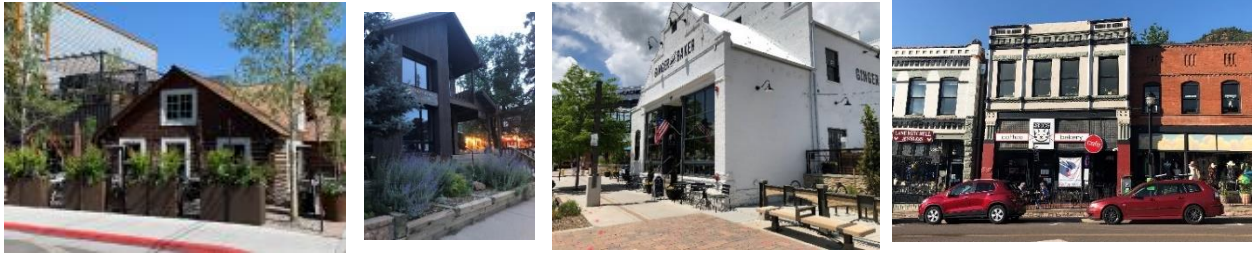
During the design guidelines and permanent ordinance development phase, an in person open house was held at the Ore Wagon Museum through several two-hour sessions from August 17-19, 2021. The event resulted in **approximately forty (40) attendees** across the sessions. The primary activity was to choose from a series of images what was applicable to, or not applicable to, development in Ketchum's Community Core. Community members engaged in thoughtful conversation with each other, members of staff, and the consultant team resulting in many of the elements of the "Community Core Character" section of the Design Guidelines. A selection of images from the event have been provided below.



Following the event, a digital questionnaire was made available to the public, which resulted in **two hundred twenty-five (225) responses**. The questionnaire included three questions.

**Question #1** included the same existing imagery that was presented at the joint work session and open house and asked the question "Please select the images you would most like to see again in Ketchum. The top four responses in order included the Warfield, Pioneer Saloon, Cristina's Restaurant, and the Picket Fence.

**Question #2** included the images that were placed on the boards during the open house to continue the four selected images in order were:



**Question #3** included a series of design concepts that arose from the in-person outreach and asked whether the respondent agreed with the concepts. The top five concepts were:

- Build on local town and outdoor vibe
- More green space and landscape
- Keep height at street no more than three stories (incorporate stepped upper floors)
- More bump outs for pedestrian gathering like Maude's
- Incorporate wood building facades representative of the 1<sup>st</sup> 40 years of Ketchum commercial retail development

## The Resulting Design Guidelines

All of the feedback gathered during the design guidelines outreach phase of the project was then compiled into draft design guideline language to discuss with City Council, the Planning Commission, and the Historic Preservation Commission during a subsequent joint work session. All three groups were generally in favor of the draft language, which was then formalized with graphics and imagery into a more complete draft for public review and later adoption.

The basic components of the Design Guidelines include the following:

- **Introduction** which includes the overview and purpose of the document, applicability, and procedure to amend the guidelines over time to continue to reflect the desired character of Ketchum.
- **Community Core Character** which includes a description of what the Community Core *IS* and *IS NOT* as well as a summary of what the Community Core *SHOULD BE*.
- **Community Core Design Guidelines** which include more specific guidance on the desired elements and features of building orientation, building massing and form, building articulation, building materials, roof forms, and pedestrian amenities.
- **Historic Preservation** which includes specific guidance for alteration, addition to, and redevelopment of historic structures.

## The Resulting Permanent Ordinance

The permanent ordinance builds on the interim ordinance adopted in January of 2021 placing the Historic Preservation Commission composition and responsibilities in existing Chapter 4.08, Historic Preservation Commission. The rest of the language was formatted as a new Chapter in the City of Ketchum Municipal Code Titled Historic Preservation. The new chapter includes the following:

- **General Provisions** which describe the purpose of the chapter.
- **Historic Building/Site List** which establishes the list and details criteria to add or remove structures from the list.
- **Demolition or Alteration Request Process** details the process to go about applying for a demolition or alteration permit along with criteria for approval.
- **Remedying of Dangerous Building Conditions** describes that the building official can ask for repairs if they deem that the structure is in a condition that puts the public health and safety at risk.
- **Enforcement and Maintenance** describes how the provisions will be enforced as well as proper standards for maintenance of structures on the Historic Building/Site List.
- **Relief From Regulations** describes incentives that allow for relief from certain standards such as building code, parking, and nonconforming structure requirements to encourage restoration, alteration, and additions to historic structures rather than demolition.

Ultimately, the design guidelines along with the permanent ordinance will work together with existing code sections such as Design Review and the new Historic Preservation standards to guide future development in the Community Core to highlight and preserve the character that is treasured by the community.

**Attachment C:  
Draft Community Core  
Design Guidelines**



CITY OF KETCHUM

# COMMUNITY CORE

## DESIGN GUIDELINES | DRAFT

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# INTRODUCTION

## **Overview and Purpose**

The guidance within this document was compiled with the primary purpose of establishing an overall vision for development in downtown Ketchum within the Community Core Zoning District. The desired character represented herein was derived from discussions with members of the community by way of in-person open houses, digital questionnaires, and conversations with elected and appointed officials of the City Council, Planning and Zoning Commission, and Historic Preservation Commission. These discussions resulted in over two hundred responses describing qualities that set Ketchum apart from other places and make town unique as well as preferences for design characteristics of new development downtown.

The Community Core Design Guidelines establish an overall vision for the look, feel, and character of downtown Ketchum to guide future development. This document provides direction to developers and design professionals on desired architectural elements and characteristics for new buildings and pedestrian spaces within the Community Core. The guidelines include recommendations regarding building orientation, massing, and form as well as façade articulation, exterior materials, roof form, and pedestrian amenities. The final section provides guidance on how to approach an alteration or redevelopment of buildings on the adopted Historic Building/Site list.



# INTRODUCTION

## **Applicability**

The Community Core Design Guidelines will apply to all new development, infill projects, and redevelopment within the Retail Core (CC-1) and Mixed-Use (CC-2) Subdistricts of the Community Core Zone District depicted by the official zone district map as adopted by the City of Ketchum.

The Community Core Design Guidelines will apply to all new development, infill projects, and redevelopment within the Retail Core (CC-1) and Mixed-Use (CC-2) Subdistricts of the Community Core Zone District depicted by the official zone district map as adopted by the City of Ketchum.

- Maintain town's compact and cohesive center of commerce and culture,
- Create an attractive and safe pedestrian environment, which includes sidewalks, gathering spaces, streetscape amenities, and landscaping,
- Retain Ketchum's unique small-town scale and character and encourage buildings that respect local and historical context while offering design diversity (Ketchum Municipal Code §17.18.130).

## **This document will guide new development to meet the community's vision for Ketchum as identified in the 2014 Comprehensive Plan, including:**

- Protect the visual quality of community and downtown entryways
- Create great public spaces and streetscapes
- Discourage commercial strip development and keep key commercial needs concentrated downtown
- Encourage high-performing building and landscape design that reduces energy and water consumption
- Encourage new development to be designed to fit in with Ketchum's character as a small mountain town
- Protect and support our architectural heritage through appropriate historic preservation standards and guidelines

The Design Guidelines are supplemental to the development standards in Ketchum Municipal Code Title 17- Zoning Regulations.

## **Amendment Procedures**

Ketchum City Council and the Planning and Zoning Commission may review and adopt amendments to these Design Guidelines to ensure that the document continues to address current issues and provides clear and realistic direction for development of the Community Core. A major update to these Design Guidelines should be prepared at least every five years or as directed by the Planning and Zoning Commission and/or City Council to ensure harmonious and coordinated development of Ketchum. All updates shall follow the standard City of Ketchum public hearing process with the Planning and Zoning Commission as the recommending body and City Council as the final adoption body.

# COMMUNITY CORE CHARACTER

## Overview and Purpose

No one architectural style defines downtown. The community has grown organically overtime with an eclectic mix of styles, including simple, mining workers' housing, alpine lodge designs, and a broad range of residential design from the modernism movement in the 1930s to the 1960 to more contemporary trends from 1970s until the present day (2014 Comprehensive Plan). These diverse building types show how Ketchum has been developed incrementally since town was first settled in the 1880s.

Main Street's built environment combines repurposed historic buildings, like the Lane Mercantile built in 1887, with more modern development, like the Argyros Theater, to form a textured urban fabric with western mountain charm. The variation of building types and façade identities create unique urban spatial experiences that visually engage pedestrians and activate the streetscape.

Downtown is a focal point and plays a key role in how our community looks and feels to locals and visitors (2014 Comprehensive Plan). People value the opportunity to come together in the city's well-defined community spaces. Downtown is Ketchum's gathering place connecting locals, second homeowners, and tourists. These connections create community, and our community defines Ketchum's small-town character and sense of place.

## What we heard form the community

When asked what defines the town's character, the community responded that Ketchum is:

not commercialized or overdeveloped  
authentic culture richness in early Idaho history  
friendly resort area with small town vibe  
great mix of people and sense of community  
pedestrian friendly eclectic welcoming sophisticated  
where old and new blend with few tall buildings  
access to outdoor amenities rustic western charm slow paced  
safe unpretentious  
views of the mountains small town feel with historic charm  
ability to live where you work  
balance between individual indulgence and greater good

"A town where I walk down the street and say hello to many I know and those I simply see every day. A town where I can see the mountains and remind myself how lucky I am."

"Ketchum character means knowing how we started (as a mining town), how we survived (as a sheep herding town), and how we became what we are today (a ski resort) and appreciating the ruggedness that went into our making and that will continue to be a part of our future."

"There's an authenticity to Ketchum that comes from the aesthetic diversity of our physical buildings. It is neither an instant mountain modern town or a faux Tyrolean Village. We can see our mining and agricultural history dotting the landscape and this reminds us that we have evolved over 150 years."

# COMMUNITY CORE CHARACTER

## Process to Establish What the Character Is

In order to establish the right development guidance for the community Core, it was paramount to understand what the community of Ketchum liked and disliked. This was accomplished in two parts. Part one included a series of existing images from around Ketchum's Community Core and the question: "What do you like or dislike about these images?". Part two included an exercise where several images from other communities were presented and the community was asked to choose the ones that best represented the overall vision of the Community Core and those that did not in addition to describing why each image was chosen. The following three pages reflect the results of those outreach efforts.

## The Character of the Community Core Is...

- Wood, brick, and stone
- One to three story building height
- Upper floor step backs
- A mix of flat and pitched roofs

## What We Heard From the Community...

The existing character of Ketchum's Community Core has been described as unique, western, a "hodge-podge" of architectural styles, reflective of its mining town roots. Buildings such as the Pioneer Saloon, Warfield and Picket Fence were chosen time and time again as the top choice for what represented the true character of Ketchum's built environment. Each of these buildings represents more of the historic fabric of the Community Core. The Kneebone Building was identified by many residents as a newer development with high-quality design that respects local context successfully integrating within the surrounding neighborhood. Outdoor dining areas, such as Maude's coffee shop at the corner of Sun Valley Road and 1st Avenue, were mentioned as a good example of using street bump outs to create additional space to gather. Maude's outdoor dining area at the corner of Sun Valley Road and 1st Avenue was mentioned as a key gathering space for community connection that activates the street corner.



# COMMUNITY CORE CHARACTER

## Process to Establish What the Character is Not

As stated on the previous page, the information in this section was derived from community outreach which put forward a series of images to help residents communicate their desired character. The images and text below represent the top 5 choices for what the community did NOT want Ketchum to look like.

### The Character of the Community Core IS NOT...

- Too much glass
- Cold stark materials and colors
- Lacking in landscape elements
- Too modern and “big city”
- Uniform design and monotonous environment
- Uninterrupted facades and tall blank walls
- Dominating mass

### What We Heard From the Community...

General consensus amongst the community members that engaged in the outreach efforts, which included over 250 respondents, was that the Community Core should not be dominated by large, monolithic, glass and steel structures. It was stated over and over that this style just didn't fit into the Ketchum culture. There was some good discussion regarding the need for a certain balance of windows to accommodate passive solar considerations which was taken into account in the design guidelines that follow.



# COMMUNITY CORE CHARACTER

## The Character of the Community Core Should Be:

- Spaces for pedestrian gathering, both at the ground level and on rooftop or upper floor step backs – people contribute to the character of the community
- Wood and brick materials
- Landscaping, especially trees
- Pedestrian-oriented signage that is integrated into the buildings and streetscape
- A balance of glass and other building materials
- Definition at the roof line for flat roofs
- Mining town, Basque culture, sheep-herding, ski heritage and outdoor vibe
- Building height at street no more than three stories
- Creative use of architecture and spaces, authentic design



## **Creativity is Encouraged**

Architecture is such a subjective art and often-times what is considered beautiful to one person can be considered quite the opposite to the next. As we all know, trying to define one specific style for an entire downtown area is unrealistic, therefore the Design Guidelines are meant to guide designers with an overall vision for the Community Core. The Design Guidelines provide a general framework of desired elements and characteristics of buildings and pedestrian spaces, rather than define a specific architectural style. Ultimately, the City of Ketchum is seeking creative solutions to development that embrace and enhance the desired character of the Community Core.

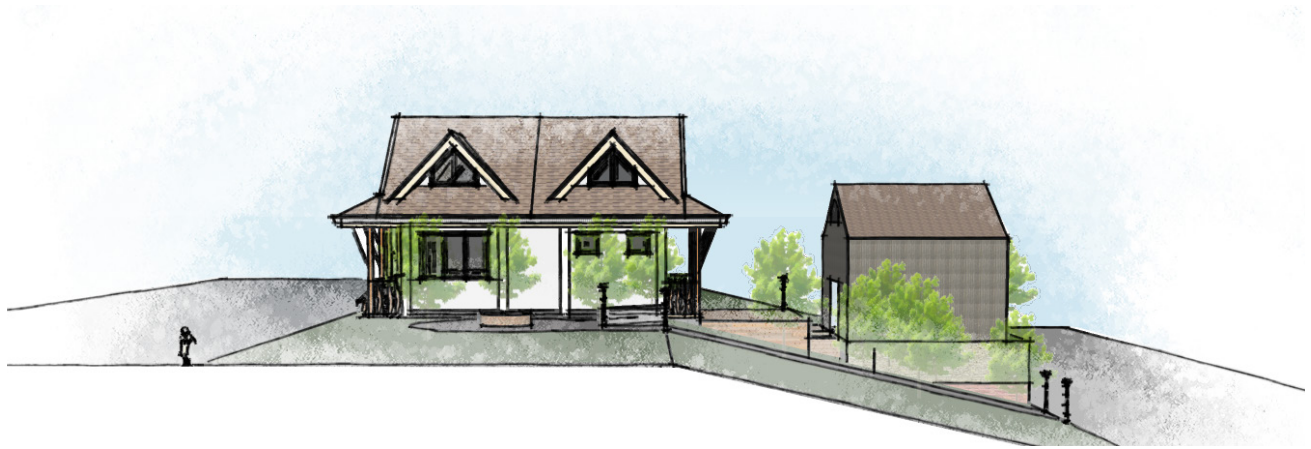
# COMMUNITY CORE DESIGN GUIDELINES

## Overview and Purpose

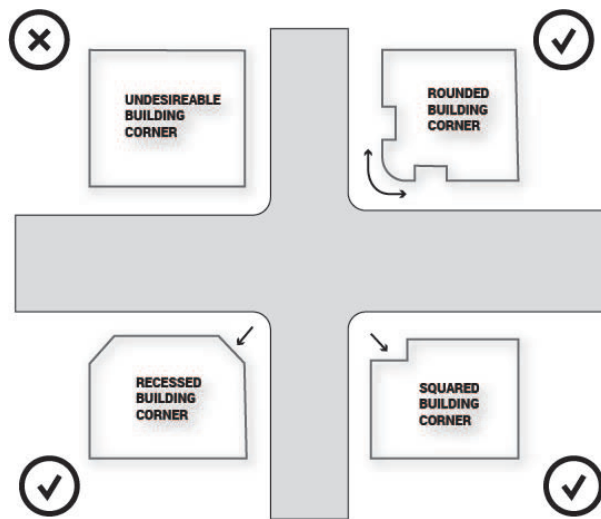
The primary purpose of the information in this section is to describe the overall intent of development in the Community Core, to guide applicants as to the desired features, and guide staff and elected officials in the review of applications to achieve the desired character described in the previous section.

## Building Orientation

- A. Site planning should take into consideration the existing landscape, grades, and slope of the subject site as well as adjacent building elevations and design to create an integrated project with a sense of identifiable and authentic place.



- B. Building facades should provide at least one primary building entrance per building facade that faces a public right-of-way. In the case of corner lots, the building owner may select which street the main entrance faces.
- C. Building corners that face street intersections should be rounded, squared, recessed, or otherwise designed to soften the building edges for visual interest and an overall pleasant pedestrian experience.



- D. Utility meters, garbage disposal areas, surface parking lots, and loading/unloading facilities shall be located to the rear of the building and be fully screened from public view.

# COMMUNITY CORE DESIGN GUIDELINES

## **Building Massing and Form**

- A. Large buildings, over 100' in length, should be sculpted to avoid the “canyon” effect along a street and provide visual interest by providing a variety of building heights along a block face.
- B. Large buildings should be broken into a series of appropriately scaled facades to reflect the original Ketchum townsite plat to maintain a pedestrian scale.



- C. Vary the height of rooflines to reduce the vertical appearance of tall buildings and bring light to the street level.
- D. In order to avoid blank walls, all facades facing a public street or alley, public plaza or pedestrian space, or public parking lot, should include a distinct base, middle, and top.
- E. All new or infill buildings adjacent to a property on the historic building list should include an additional ten-foot (10') step back at the third floor to soften the visual presence of the new building as compared to the historic building.
- F. First floor ceiling heights for commercial uses should be 12 feet to 20 feet.
- G. Infill and redevelopment projects should be contextually appropriate to the neighborhood and surrounding built environment.





# COMMUNITY CORE DESIGN GUIDELINES

## **Building Articulation**

- A. Front building facades which span multiple lots should be designed to appear as multiple buildings by using obvious changes in materials, window design, facade height, cornice treatment, or other architectural details.
- B. Front building facades, as well as all facades that front a plaza, or pedestrian walkway shall be designed with ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street and/or allow natural surveillance of the street and adjacent outdoor spaces.
- C. Element of traditional “Main Street” storefronts shall be used in the facades. These elements include recessed entry doors, display windows, the kickplate or bulkhead, transom windows, cornice and pediment.
- D. The base or ground floor of all buildings should be representative of a traditional storefront with the majority of the facade, typically more than 50%, containing transparent elements such as windows and doors to break up solid, blank wall surfaces.
- E. The middle of all buildings should contain a balance of solid and transparent elements, with less transparency than the base, typically between 30% and 50%, and include ornamentation or banding around windows to delineate the ground floor from upper floors; and
- F. To add visual interest and diversity as well as incorporate pedestrian scaled features, building facades facing a public right away or pedestrian space (such as public sidewalk, plaza or seating area) should include at least four (4) of the following features:
  - 1. Contrasting material wainscot;
  - 2. Decorative facade features;
  - 3. Roof style changes, such as extended, pitched, or hip roof over an entry;
  - 4. Column or tower accents that extend from the primary facade both horizontally and vertically;
  - 5. Recessed entryways;
  - 6. Extended entryways reminiscent of historic porches;
  - 7. Canopies, awnings and overhangs to define separate storefronts;
  - 8. Bay windows extending from the primary building facade;
  - 9. Balconies or porches;
  - 10. Facade stepbacks on upper floors;
  - 11. Window boxes or rooftop planters with plant material visible from the ground floor;
  - 12. A building cap, such as cornices or eaves, to define the top of the building;
  - 13. A horizontal design element to differentiate between the ground floor and upper floors. Examples include a cornice line, awning, balcony, or change in building material;

# COMMUNITY CORE DESIGN GUIDELINES

## **Building Articulation (cont.)**

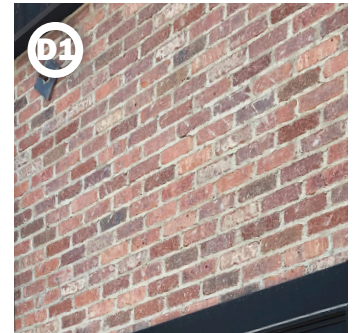
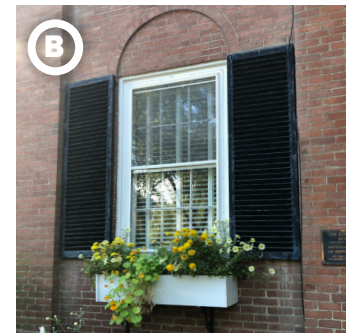
14. At least one entry door for each business with ground-floor street frontage;
15. Provide 3d expression lines (vertical and horizontal) between the floors of the structure and around storefronts and window openings (ie popout windows to animate façade); or
16. Add depth and detail to the cornice or roof parapet, recessing storefronts and windows into the façade to create depth and cast shadow patterns.



# COMMUNITY CORE DESIGN GUIDELINES

## Building Materials

- A. Acceptable ground floor windows should include a frame (metal, wood or brick are all acceptable) transom windows, and/or kick plates at the base constructed of quality materials complementary of the overall facade architecture.
- B. Highly reflective or darkly tinted glass are inappropriate for ground floor glazing.
- C. Acceptable upper floor windows should include frames and sills of a color or pattern that contrasts the primary materials and window form.
- D. Facades that are visible from a public street, public plaza, or public pedestrian space should be finished with quality materials that reinforce the pedestrian character of the Community Core to include the following:
  - 1. Primary materials to comprise the majority of the facade should be consistent with local vernacular architecture, as well as those that are indigenous to the region are desired such as: brick, painted or stained lap horizontal siding and vertical board and batten wood siding, painted, stained, or natural finish shingles, stained or natural finish wood logs, wrought iron, fiber cement, finished and painted wood trim, wood, aluminum, copper, steel, and vinyl clad wood frames for windows and doors, wood, metal, and glass doors.
  - 2. Secondary materials may consist of natural or synthetic stone, textured concrete, non-reflective metal, wood timbers, or other innovative materials that would complement the primary materials.
- E. Highly reflective materials, mirrored glazing, EIFS (Exterior Insulation and Finish System), tilt-up walls and plain, and smooth concrete are prohibited. Discourage materials: plywood, unfinished lumber, corrugated fiberglass, vinyl or lap aluminum siding, sheet metal or tin siding, textured T11 siding, and reflective materials.
- F. Changes in material should generally occur when there is a change in plane of the building façade.



# COMMUNITY CORE DESIGN GUIDELINES

## Roof Forms

- A. The design of the roof form and its components such as roof material, color, trim, and lighting should be an integral part of the architecture.
- B. Flat roofs should incorporate a parapet wall with a cornice treatment, capstone finish, or similar feature.
- C. Vary the parapet height over the length of the facade.
- D. All vents and roof top mechanical equipment should be painted so as to match the color of the roof or hidden from ground floor view by way of parapet walls.
- E. Rooftop dining is encouraged and should incorporate architectural features, colors and characteristics of the overall building architecture.
- F. Pitched or shed roofs used at building entries should maintain adequate vertical clearance as well as extend beyond the entry to allow snow to shed away from the building entry.
- G. A variety of roof forms and heights are encouraged on a single building to provide visual interest.
- H. The top portion of any building should include roof details such as gables, cornices, or other comparable features that provide definition to the roof line.
- I. Roof forms should not extend over the right-of-way.

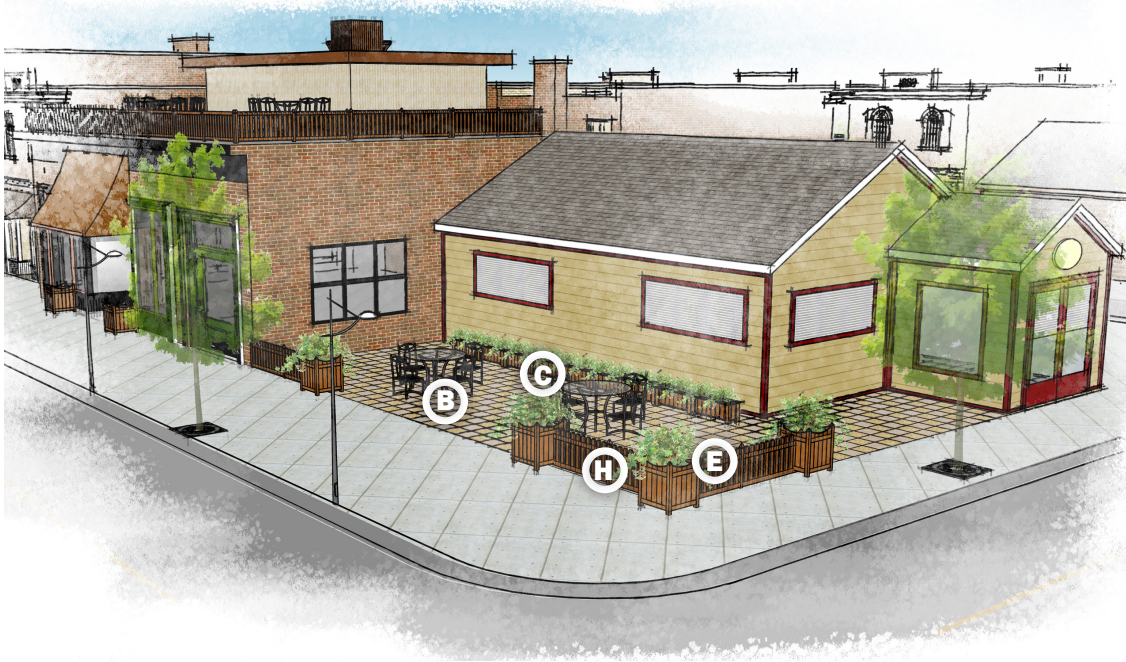


# COMMUNITY CORE DESIGN GUIDELINES

## **Pedestrian Amenities**

The guidelines below are applicable to public gathering spaces on private property and do not apply to the public realm within the right-of-way.

- A. All facades facing a public street, public plaza, or pedestrian space, should include landscape planters for a portion of the length of the facade on the ground level.
- B. All patios, outdoor seating areas, plazas and walkways between buildings should be comprised of decorative paving (i.e., colored, stamped or exposed aggregate concrete, pervious pavers, or brick) to differentiate from the primary pedestrian sidewalks.
- C. All buildings fronting on Main Street, 4th Street or Sun Valley Road should include additional public space in the way of outdoor seating, outdoor dining, or plaza space with a minimum depth of six (6) feet.
- D. If public art is used, it should be integrated into the overall design of a project.
- E. Fencing used to delineate outdoor seating or extended outdoor space of a building for the express use of that building, should be a maximum of forty-eight inches (48") tall and be comprised of durable materials complementary of the architecture.
- F. Any tree located within a concrete area should include tree grates and tree wells. Root barriers are encouraged to limit future sidewalk damage from tree roots.
- G. Pedestrian lighting is encouraged in all pedestrian areas not illuminated by street and/or site lighting.
- H. Site furnishings are encouraged for all pedestrian gathering areas and/or plaza areas. Furnishings may include flagpoles, benches, seating/tables, planters, bike racks, drinking fountains, waste receptacles and other similar amenities.
- I. The design of the front façade should stimulate street life, including window shopping and outdoor dining.



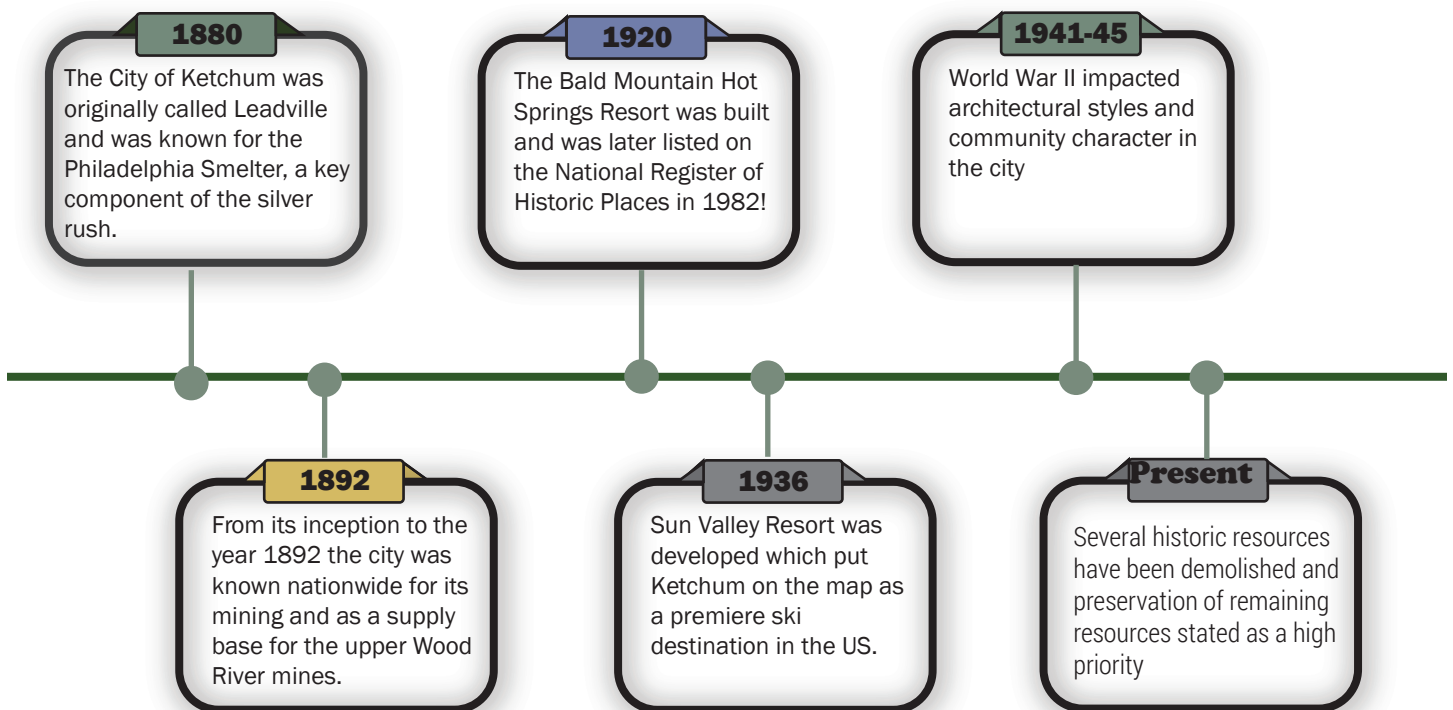
# HISTORIC BUILDING DESIGN GUIDELINES

## Overview and Purpose

This section defines parameters for alteration and redevelopment of historic buildings in the Community Core in order to ensure architectural compatibility with the defining features of the existing buildings. All buildings and sites on the Historic Building/Site list should follow these guidelines as well as the general community core design guidelines in the previous section.

## Historic Building Significance

The buildings on the Historic Building/Site List were all chosen based on the criteria that the buildings have to be 50 years old or older, must retain physical integrity of original heritage or culture, and exemplify certain architectural, social/historic, or geographic criteria. Below is a general timeline that details the major points in history that shaped the historic architecture and social fabric of the cultural heritage.



# HISTORIC BUILDING DESIGN GUIDELINES

## Successful Historic Building Alterations

The City of Ketchum has seen several successful alterations of existing historic buildings over the years. The examples below illustrate three such alterations which capitalized on the character defining features of each building, highlighting them with subtle treatments such as paint colors, awning replacement, and updated or repaired windows, lighting and signage. The Windermere Real Estate office apartment addition is a great example of stepping back height and using different, yet complementary materials to maintain the original facade character.

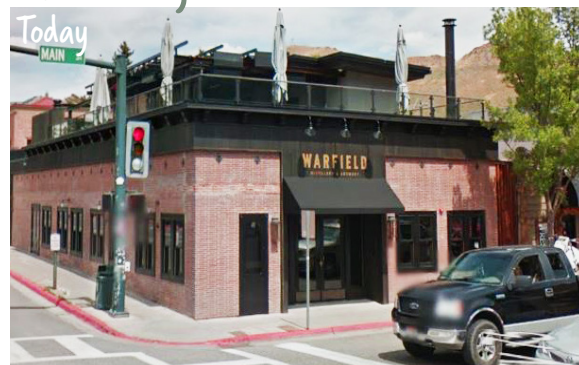
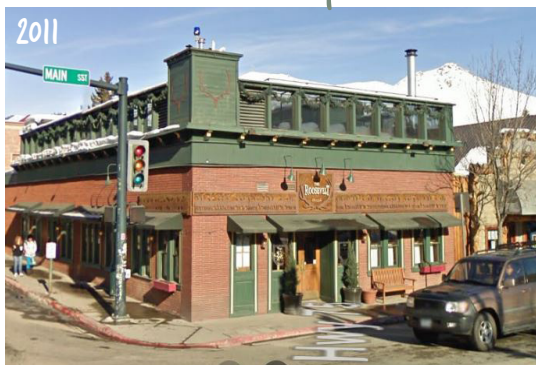
### TNT Taproom



### Windermere Real Estate office



### The Warfield - Historic Building Renovation



# HISTORIC BUILDING DESIGN GUIDELINES

## Identifying Character Defining Features

In order to determine the appropriate design elements for alteration, addition, or redevelopment of a historic building or site, it is important to first identify the character defining features that should be preserved or enhanced. These are elements of the building or site that are representative of the original architectural style which contribute to the overall character of the building or site. Below is a list of possible character defining features that could be found in the City of Ketchum Community Core:

1. Brick work (different brick bond patterns)
2. Log construction
3. False building fronts
4. Wood siding
5. Stucco
6. One to two story building height
7. Steeply pitched roof lines
8. Multiple roof forms on an individual building
9. Picture windows
10. Arched or eyebrow windows
11. Swiss Chalet style ornamentation
12. Storefront or bulk head windows (commercial properties)
13. Detailed cornices and capstone on commercial brick panel buildings





# HISTORIC BUILDING DESIGN GUIDELINES

## **Design Guidelines for Alteration, Addition, or Redevelopment of Historic Structures**

Having a variety of building styles, forms, and scales contribute to the unique character of the City of Ketchum's Community Core. Many of the buildings on the Historic Building/Site List are one to two stories in height whereas much of the new development is three to four stories in height. Below are guidelines specific to historic buildings.

- A. It is important for the historic buildings to preserve the street facing facade as that is typically where the character defining features are highlighted.
- B. Additions to the rear or side of a building may increase the height by up to two stories.
  - 1. All additions should be set back from the primary facade at least ten feet.
  - 2. All additions should incorporate elements of the existing character defining features.
  - 3. All additions should incorporate a variety of roof lines and wall offsets to avoid continuous wall surfaces.
- C. Additions to the facade such as porches, patios, or enclosed entries may be acceptable if they incorporate character defining features of the building as approved through the Design Review process.
- D. Buildings may be adapted to a new use as allowed in the Community Core Zone District use standards.
- E. Interior improvements are allowed on buildings that are not listed in the National Register of Historic Places.
- F. Existing landscaping, specifically street trees, should be maintained to the extent possible.



# Attachment D: Draft Ordinance - Redline

## CHAPTER 4.08 HISTORICAL PRESERVATION COMMISSION

### 4.08.010 Purpose.

~~The purpose of this Chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission. The purpose of this chapter is to promote the educational, cultural, economic and general welfare of the public of the City of Ketchum through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological and cultural heritage.~~

### 4.08.020 Definitions.

The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

City: The City of Ketchum, Idaho.

~~Historic Building/Site List: The list of buildings and sites deem to be historically significant as adopted by resolution by the HPC.~~

~~Commission~~HPC: The Historic Preservation Commission of the City of Ketchum, Idaho.

Historic preservation: The research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of this state, its communities or the nation.

Historic property: Any building, structure, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

### 4.08.030 Created; appointments.

- A. There is created a Historic Preservation Commission (HPC) which shall consist of ~~seven-five (5)~~ members ~~comprised of maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community~~ who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the ~~Commission~~-HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint ~~at least two~~ community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the ~~Commission~~-HPC shall be made as follows: ~~two one-year terms~~, two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. ~~Commission~~-HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- D. The members of the ~~Commission~~-HPC may be reimbursed by the City for expenses incurred in connection with their duties ~~and for meetings subject to a resolution adopted by the City Council.~~

### 4.08.040 Organization, officers, rules, meetings.

- A. The Commission shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the Commission shall be available for public inspection.

- B. The Commission shall elect officers from among the Commission members. The chairperson shall preside at meetings of the Commission. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. All meetings of the Commission shall be open to the public and follow the requirements of Idaho's open meeting laws. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- D. The Commission may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the Commission.

**4.08.050 Powers, duties and responsibilities.**

The Commission shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. Commission members, employees or agents of the Commission may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;
- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and Alteration applications.

**4.08.060 Special restrictions.**

Under the provisions of Idaho Code section 57-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions or restrictions for the protection, enhancement and preservation of historic properties.

## CHAPTER 17.96 DESIGN REVIEW

### 17.96.010 Applicability.

- A. *Design review.* 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 a below grade structure in a required setback.
- B. Exemptions.
1. One-family dwellings, accessory structures, and accessory dwelling units.
  2. Projects not requiring a building permit.
  3. Temporary structures.
  4. Public art.
  5. Non-substantial or minor modifications that comply with all applicable design review standards, zoning district standards, and other Code requirements without requiring a variance or other exception. Minor modifications include, but are not limited to:
    - a. Demolition associated with an approved demolition permit;
    - b. 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;
    - c. The installation of fences, hedges, or walls compliant with section 17.124.130 of this title;
    - d. Changes to exterior finishes including, but not limited to: 1) siding, paint, and materials; 2) maintenance and repair of exterior facades; 3) the addition of windows or doors; 4) reroofs; or 5) the addition or expansion of decks and patios that are less than 30 inches above grade or if greater than 30 inches above grade comply with applicable lot coverage requirements for the zoning district;
    - e. The installation of exterior lighting compliant with chapter 17.132 of this title; and
    - f. The ground level installation and screening of utilities not greater than five feet in height.
  6. Minor modification exemptions, pursuant to subsection B.5. of this section, must be issued in writing by the administrator prior to issuance of a building permit.
- C. *Preapplication design review.*
1. Preapplication review is required for all new non-residential and multi-family residential developments with four (4) or more stories and all new developments on a lot or lots totaling 11,000 square feet. Applicants of projects exempt from Preapplication Design Review may request a Preapplication Design Review at their discretion. ~~new nonresidential construction and all multi-family developments of five or more units.~~

2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall be submitted according to the application requirements of section 17.96.040 of this chapter.
4. The Commission may require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.
5. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.

### **17.96.060 Improvements and standards.**

Improvements and standards for all projects listed in subsection 17.96.010.A of this chapter:

#### **A. *Streets.***

1. The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.
2. All street designs shall be approved by the City Engineer.

#### **B. *Sidewalks.***

1. All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.
2. 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.
3. Sidewalks may be waived if one of the following criteria is met:
  - a. The project comprises an addition of less than 250 square feet of conditioned space.
  - b. 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.
4. 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.
5. 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.
6. The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 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.

#### **C. *Drainage.***

1. All stormwater shall be retained on site.

2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
4. Drainage facilities shall be constructed per City standards.

D. *Utilities.*

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
2. Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
3. When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.

4. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.

E. *Compatibility of design.*

1. The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
2. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
3. 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.

F. *Architectural.*

1. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
2. The building character shall be clearly defined by use of architectural features.
3. There shall be continuity of materials, colors and signing within the project.
4. Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
5. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
6. Building(s) shall orient toward their primary street frontage.
7. ~~Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.~~ Satellite receivers shall be screened from public view.
8. Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.
9. Trash disposal areas shall be screened from public views and located within parking garages, off alleys, or to the rear of buildings.

10. Shipping and receiving areas shall be located within parking garages or to the rear of buildings.

G. *Circulation design.*

1. Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
2. 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.
3. 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.
4. 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.
5. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.

H. *Snow storage.*

1. Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.
2. Snow storage areas shall be provided on site.
3. A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.
4. In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.

I. *Landscaping.*

1. Landscaping is required for all projects.
2. 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.
3. All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
4. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.

5. 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.

6. The City arborist shall approve all parking lot and replacement trees.

J. *Public amenities.*

1. 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 Public Works Department prior to design review approval from the Commission.

K. *Underground encroachments.*



1. Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title 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.
2. No below grade structure shall be permitted to encroach into the riparian setback.

L. Surface parking lots.

1. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.
2. 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.
3. 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.

**17.96.070 Community Core (CC) projects.**

In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, ~~the standards of this section apply to projects in the Community Core District~~ all projects in the Community Core District subject to design review shall comply with the Community Core Design Guidelines. The purpose of ~~the Community Core Design Guidelines~~ 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.

~~A. Streets.~~

- ~~1. Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.~~
- ~~2. Street trees with a minimum caliper size of three inches, shall be placed in tree grates.~~
- ~~3. Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.~~

~~B. Architectural.~~

- ~~1. 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.~~
- ~~2. 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.~~
- ~~3. For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.~~
- ~~4. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.~~
- ~~5. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.~~

~~6. 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 Public Works Department.~~

~~7. 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.~~

~~C. Service areas and mechanical/electrical equipment.~~

~~1. 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.~~

~~2. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.~~

~~D. Landscaping.~~

~~1. 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.~~

~~2. Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.~~

~~3. The City arborist shall approve all parking lot and replacement trees.~~

~~E. Surface parking lots.~~

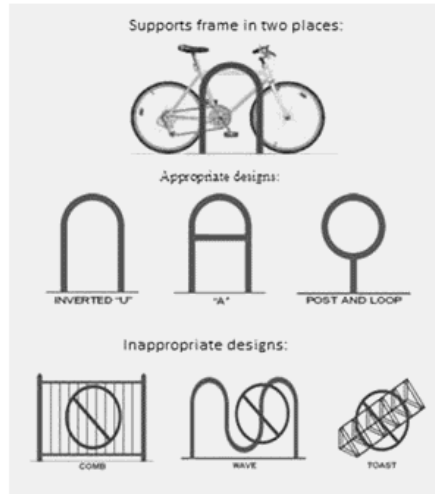
~~1. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.~~

~~2. 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.~~

~~3. 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.~~

~~F. Bicycle parking.~~

~~1. One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.~~



2. ~~When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.~~
3. ~~Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. 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.~~

## Chapter 17.20 HISTORIC PRESERVATION

### Section 17.20.010. - General Provisions

- A. ~~The purpose of this chapter is to promote the educational, cultural, economic and general welfare of the public of the City of Ketchum through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological and cultural heritage.~~
- A. ~~Purpose: The general purpose of this ordinance is to protect the historic character of the City's Community Core by establishing baseline regulations and a process to review proposed demolition or alteration of the structures listed in the Community Core District Survey Update (Phase 1), heretofore called the Historic Building List, and attached as exhibit A.~~
- B. Applicability: The regulations and procedures set forth in this ordinance shall apply to each and every structure listed ~~on the adopted Historic Building/Site List in Table 1 of the Historic Building List.~~ All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old ~~in the Community Core~~ until a building permit has been issued for a replacement structure on the property.
  1. Except as provided in Section ~~617.20.040~~, Remedying of Dangerous Building Conditions, 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) through the Demolition or Alteration application process described in Section ~~217.20.030~~. The following types of modifications require HPC review:
    - a. Partial or total demolition of any portion of the structure; or

- b. Exterior alterations, including windows or siding replacement, or
  - c. Additions to any structure.
- C. Exceptions: This ordinance 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 Director of Planning and Building.

~~D. Appointment of the Historic Preservation Commission. For purposes of this ordinance, the Historic Preservation Commission shall be five members consisting of a maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community appointed by the Mayor with the consent of the City Council. The community members shall have a demonstrated interest, competence or knowledge in history or historic preservation and/or architecture.~~

**Section 2-17.20.020 -Historic Building/Site List**

- A. The Historic Building/Site List shall established and maintained by the HPC
- B. The HPC shall have the authority to add or remove structures from the Historic Building List using the following criteria below to determine if a structure should be added or removed from the Historic Building/Site List.
- C. Buildings or sites shall meet Criteria 1 and 2 and shall meet one or more of the Criteria listed in 3.
  - 1. Historic buildings must be at least fifty (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.
  - 2. 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:
    - a. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;
    - b. Retains a significant amount of the original design features, materials, character or feeling of the past;
    - c. Is in the original location or same historic context after having been moved;
    - d. Has been accurately reconstructed or restored based on documentation.
  - 3. Historic buildings or sites shall meet one or more of the following criteria:
    - a. Architectural criteria.
      - 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 criteria.
      - 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.

**Process to Request Demolition or Alteration of Historic Resources**

**Authority: ~~The Ketchum Historic Preservation Commission (HPC) shall be the review authority for applications seeking to demolish or alter a historic structure on the Historic Building List.~~**

- 1. ~~The HPC will maintain the Historic Building List.~~
- 2. ~~1. The HPC shall have the authority to add or remove structures from the Historic Building List using the following criteria to determine if a structure should be added or removed from the Historic Building List.~~
  - a. ~~The structure is associated with events that have made a significant contribution to the broad patterns of Ketchum's history or development; or~~
  - b. ~~The structure is associated with the lives of significant persons in Idaho or Ketchum's history; or~~
  - c. ~~The structure embodies the distinctive characteristics of a type, period, or method of construction, or the structure represents the work of a master, or possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or~~
  - d. ~~The structure yielded or may be likely to yield, information important in history or prehistory.~~
  - e. ~~The structure is of significance in American, Idaho or Ketchum history, architecture, archaeology, or culture and the site or structure possess integrity of location, design, setting, materials, workmanship, feeling, and association.~~

D. All structures on the Historic Building 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 thereof which, 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 which would have an adverse effect upon such designated structures.

- 3. ~~The HPC shall have the authority to approve, approve with conditions, or deny applications for demolition or alteration of a historic structure on the Historic Building List.~~

**17.20.030 - Demolition or Alteration Request Process:**

- A. An applicant seeking to demolish or make any alterations to structures on the HPC Historic Building/Site List shall file a Request for Demolition or Alteration application with the Planning

and Building Department. The application shall be processed as set forth in Ketchum Municipal Code Chapter 17.96., Design Review Permits. This process may run concurrent with applications for Design Review.

- B. Upon receipt of a complete Request for Demolition or Alteration application and fee, as determined by the Zoning Administrator, the application shall be scheduled for a public hearing before the HPC within 60 days of the application being deemed complete. Notice shall be provided in accordance with KMC Section 17.116.040 C, D, and E.
- C. Following the public hearing, the HPC may approve, deny, or approve with conditions the Request for Demolition or Alteration. The HPC will review the application using the criteria below in Section 3A to determine if the proposed demolition or alteration of the structure may proceed.

### ~~Section 3. Review Criteria for Request for Demolition or Alteration Application~~

~~A.—The HPC may approve, approve with conditions, or deny a Request for Demolition or Alteration application based on the following criteria:~~

- 1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
  - 2. Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
  - 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
  - 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.
- B. Appropriate alterations might include but are not limited to:
- 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place;
  - 2. Changes to internal building systems that will not adversely affect the external appearance of the building;
  - 3. The erection or removal of temporary improvements.
  - 4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.
- C. The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.

~~D.—Section 4. Appeal of Request for Demolition or Alteration Application Decisions and Placement or Removal of Properties on the Historic Building List~~

~~E.D. A.—The decision of the HPC on a Demolition or Alteration application or placement or removal of a property on the Historic Building List, may be appealed to the City Council by the applicant or affected party pursuant to the appeal provisions contained in Ketchum Municipal Code Section 17.144, Appeals of the Planning and Zoning Commission Decisions.~~

### ~~Section 5. Minimum Maintenance Requirements for Designated Resources.~~

- A. ~~All structures on the Historic Building 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 thereof which, 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 which would have an adverse effect upon such designated structures.~~

**17.20.040 - Section 6-Remedying of Dangerous Building Conditions**

- A. 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 in which said repairs shall be made by the owner of the structure.
- B. 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.
- C. 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.

**17.20.050 - Section 7-Enforcement and Maintenance**

- A. If any alteration is made without approval of a Demolition or Alteration application, the City may 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 prior to any alteration occurring.
- B. Except as provided in Section 6, Remedying of Dangerous Building Conditions, no permit shall be issued authorizing any alteration to a structure listed on the Historic Building List until the HPC approves the Request for Demolition or 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. Normal repair and maintenance of structures on the Historic Building List is permitted. 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.

**17.20.060 – Relief from Regulations**

- A. The relief from regulations within the City of Ketchum Code of Ordinances is applicable to properties on the Historic Building/Site List to ease the burden of preserving buildings.
- B. Relief from Building Code requirements of Title 15 of the City of Ketchum Code of Ordinances.
1. The Building Official has the authority to consider alternative options for historic buildings to comply with building code so long as they do not compromise health and safety.
- A-C. Relief from Off Street Parking and Loading requirements of Chapter 17.125 of the City of Ketchum Code of Ordinances.
1. 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.

2. No additional parking relief is provided for projects that include full demolition of historic buildings.

3. 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.

D. Relief from Nonconforming Building Requirements of Chapter 17.136 of the City of Ketchum Code of Ordinances.

1. Properties are allowed to increase existing nonconformities on expansions by matching existing setbacks, height, and other dimensional standards.

2. Properties are exempted from the limitation on and expanding nonconforming buildings.



# Attachment E:

## Draft Ordinance - Clean

## **CHAPTER 4.08 HISTORIC PRESERVATION COMMISSION**

### **4.08.010 Purpose.**

**The purpose of this Chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission.**

The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

City: The City of Ketchum, Idaho.

Historic Building/Site List: The list of buildings and sites deemed to be historically significant as adopted by resolution by the HPC.

HPC: The Historic Preservation Commission of the City of Ketchum, Idaho.

Historic preservation: The research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas, and sites significant in the history, architecture, archaeology, or culture of this state, its communities, or the nation.

Historic property: Any building, structure, area, or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

### **4.08.030 Created; appointments.**

- A. There is created a Historic Preservation Commission (HPC) which shall consist of five (5) members comprised of maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings subject to a resolution adopted by the City Council.

### **4.08.040 Organization, officers, rules, meetings.**

- A. The Commission shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the Commission shall be available for public inspection.
- B. The Commission shall elect officers from among the Commission members. The chairperson shall preside at meetings of the Commission. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.

- C. All meetings of the Commission shall be open to the public and follow the requirements of Idaho's open meeting laws. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- D. The Commission may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the Commission.

**4.08.050 Powers, duties, and responsibilities.**

The Commission shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests, or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain, and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer, or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state, and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the city;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. Commission members, employees or agents of the Commission may enter private property, buildings, or structures in the performance of their official duties only with the express consent of the owner or occupant;
- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and Alteration applications.

**4.08.060 Special restrictions.**

Under the provisions of Idaho Code section 57-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions, or restrictions for the protection, enhancement, and preservation of historic properties.

## CHAPTER 17.96 DESIGN REVIEW

### 17.96.010 Applicability.

- A. *Design review.* 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 a below grade structure in a required setback.
- B. Exemptions.
1. One-family dwellings, accessory structures, and accessory dwelling units.
  2. Projects not requiring a building permit.
  3. Temporary structures.
  4. Public art.
  5. Non-substantial or minor modifications that comply with all applicable design review standards, zoning district standards, and other Code requirements without requiring a variance or other exception. Minor modifications include, but are not limited to:
    - a. Demolition associated with an approved demolition permit;
    - b. 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;
    - c. The installation of fences, hedges, or walls compliant with section 17.124.130 of this title;
    - d. Changes to exterior finishes including, but not limited to: 1) siding, paint, and materials; 2) maintenance and repair of exterior facades; 3) the addition of windows or doors; 4) reroofs; or 5) the addition or expansion of decks and patios that are less than 30 inches above grade or if greater than 30 inches above grade comply with applicable lot coverage requirements for the zoning district;
    - e. The installation of exterior lighting compliant with chapter 17.132 of this title; and
    - f. The ground level installation and screening of utilities not greater than five feet in height.
  6. Minor modification exemptions, pursuant to subsection B.5. of this section, must be issued in writing by the administrator prior to issuance of a building permit.
- C. *Preapplication design review.*
1. Preapplication review is required for all new non-residential and multi-family residential developments with four (4) or more stories and all new developments on a lot or lots totaling 11,000 square feet. Applicants of projects exempt from Preapplication Design Review may request a Preapplication Design Review at their discretion.

2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall be submitted according to the application requirements of section 17.96.040 of this chapter.
4. The Commission may require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.
5. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.

### **17.96.060 Improvements and standards.**

Improvements and standards for all projects listed in subsection 17.96.010.A of this chapter:

#### **A. *Streets.***

1. The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.
2. All street designs shall be approved by the City Engineer.

#### **B. *Sidewalks.***

1. All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.
2. 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.
3. Sidewalks may be waived if one of the following criteria is met:
  - a. The project comprises an addition of less than 250 square feet of conditioned space.
  - b. 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.
4. 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.
5. 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.
6. The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 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.

#### **C. *Drainage.***

1. All stormwater shall be retained on site.

2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
4. Drainage facilities shall be constructed per City standards.

D. *Utilities.*

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
2. Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
3. When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.
4. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.

E. *Compatibility of design.*

1. The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
2. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.
3. 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.

F. *Architectural.*

1. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
2. The building character shall be clearly defined by use of architectural features.
3. There shall be continuity of materials, colors and signing within the project.
4. Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building.
5. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
6. Building(s) shall orient toward their primary street frontage.
7. Satellite receivers shall be screened from public view.
8. Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.
9. Trash disposal areas shall be screened from public views and located within parking garages, off alleys, or to the rear of buildings.
10. Shipping and receiving areas shall be located within parking garages or to the rear of buildings.

G. *Circulation design.*

1. Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
2. 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.
3. 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.
4. 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.
5. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.

H. *Snow storage.*

1. Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.
2. Snow storage areas shall be provided on site.
3. A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.
4. In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.

I. *Landscaping.*

1. Landscaping is required for all projects.
2. 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.
3. All trees, shrubs, grasses, and perennials shall be drought tolerant. Native species are recommended but not required.
4. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets, and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.
5. 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.
6. The City arborist shall approve all parking lot and replacement trees.

J. *Public amenities.*

1. 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 Public Works Department prior to design review approval from the Commission.

K. *Underground encroachments.*

1. Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title 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.
  2. No below grade structure shall be permitted to encroach into the riparian setback.
- L. *Surface parking lots.*
1. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.
  2. 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.
  3. 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.

### **17.96.070 Community Core (CC) projects.**

In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, all projects in the Community Core District subject to design review shall comply with the Community Core Design Guidelines. The purpose of the Community Core Design Guidelines 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.

## **Chapter 17.20 HISTORIC PRESERVATION**

### **17.20.010 - General Provisions**

- A. The purpose of this chapter is to promote the educational, cultural, economic, and general welfare of the public of the City of Ketchum through the identification, evaluation, designation, and protection of buildings, sites, areas, structures, and objects which reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological and cultural heritage.
- B. Applicability: The regulations and procedures set forth in this ordinance shall apply to each and every 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 Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a building permit has been issued for a replacement structure on the property.
  1. Except as provided in Section 17.20.040, Remediating of Dangerous Building Conditions, 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) through the Demolition or Alteration application process described in Section 17.20.030. The following types of modifications require HPC review:
    - a. Partial or total demolition of any portion of the structure; or
    - b. Exterior alterations, including windows or siding replacement that alter the historic integrity of the building, or
    - c. Additions to any structure.



- C. Exceptions: This ordinance 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 Director of Planning and Building.

**17.20.020 -Historic Building/Site List**

- A. The Historic Building/Site List shall be adopted by resolution by the HPC.
- B. The HPC shall have the authority to add or remove structures from the Historic Building List using the criteria below to determine if a structure should be added or removed from the Historic Building/Site List.
- C. Buildings or sites shall meet Criteria 1 and 2 and shall meet one or more of the Criteria listed in 3.
  - 1. Historic buildings must be at least fifty (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.
  - 2. 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:
    - a. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;
    - b. Retains a significant amount of the original design features, materials, character or feeling of the past;
    - c. Is in the original location or same historic context after having been moved;
    - d. Has been accurately reconstructed or restored based on documentation.
  - 3. Historic buildings or sites shall meet one or more of the following criteria:
    - a. *Architectural criteria.*
      - 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 criteria.*
      - 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.
- D. All structures on the Historic Building 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 thereof which, 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 which would have an adverse effect upon such designated structures.
- E. A property owner may request their property be added or removed from the Historic Building/Site List by filing an application with the Planning and Building Department. A request shall be reviewed by the HPC to determine if the building/site does or does not meet the criteria of 17.20.020 C.
- F. The decision of the HPC to add or remove a property from the Historic Building/Site List may be appealed to the City Council in conformance with the KMC 17.144.020.

**17.20.030 - Demolition or Alteration Request Process:**

- A. An applicant seeking to demolish or make any alterations to structures on the Historic Building/Site List shall file a Request for Demolition or Alteration application with the Planning and Building Department. The application shall be processed as set forth in Ketchum Municipal Code Chapter 17.96., Design Review Permits. This process may run concurrent with applications for Design Review.
- B. Upon receipt of a complete Request for Demolition or Alteration application and fee, as determined by the Zoning Administrator, the application shall be scheduled for a public hearing before the HPC within 60 days of the application being deemed complete. Notice shall be provided in accordance with KMC Section 17.116.040 C, D, and E.
- C. Following the public hearing, the HPC may approve, deny, or approve with conditions the Request for Demolition or Alteration. The HPC will review the application using the criteria below to determine if the proposed demolition or alteration of the structure may proceed.
  - 1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
  - 2. Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
  - 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
  - 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.
- B. Appropriate alterations might include but are not limited to:
  - 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place;
  - 2. Changes to internal building systems that will not adversely affect the external appearance of the building;

- 3. The erection or removal of temporary improvements.
- 4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.
- C. The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.
- D. The decision of the HPC on a Demolition or Alteration application may be appealed to the City Council by the applicant or affected party pursuant to the appeal provisions contained in Ketchum Municipal Code Section 17.144, Appeals of the Planning and Zoning Commission Decisions.
- A.

**17.20.040 - Remediating of Dangerous Building Conditions**

- A. 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 in which said repairs shall be made by the owner of the structure.
- B. 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.
- C. 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.

**17.20.050 - Enforcement and Maintenance**

- A. If any alteration is made without approval of a Demolition or Alteration application, the City may 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 prior to any alteration occurring.
- B. Except as provided in Section 6, Remediating of Dangerous Building Conditions, no permit shall be issued authorizing any alteration to a structure listed on the Historic Building List until the HPC approves the Request for Demolition or 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. Normal repair and maintenance of structures on the Historic Building List is permitted. 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.

**17.20.060 – Relief from Regulations**

- A. The relief from regulations within the City of Ketchum Code of Ordinances is applicable to properties on the Historic Building/Site List to ease the burden of preserving buildings.
- B. Relief from Building Code requirements of Title 15 of the City of Ketchum Code of Ordinances.

1. The Building Official has the authority to consider alternative options for historic buildings to comply with building code so long as they do not compromise health and safety.
- C. Relief from Off Street Parking and Loading requirements of Chapter 17.125 of the City of Ketchum Code of Ordinances.
1. 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.
  2. No additional parking relief is provided for projects that include full demolition of historic buildings.
  3. 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.
- D. Relief from Nonconforming Building Requirements of Chapter 17.136 of the City of Ketchum Code of Ordinances.
1. Properties are allowed to increase existing nonconformities on expansions by matching existing setbacks, height, and other dimensional standards.
  2. Properties are exempted from the limitation on and expanding nonconforming buildings.

**Attachment F:  
Final List of Historic  
Building/Site List – Adopted  
October 19, 2021**

**CITY OF KETCHUM - HISTORIC PRESERVATION COMMISSION PROPOSED HISTORIC BUILDING/SITE LIST**

<b>Common Name:</b>	<b>Street Address:</b>	<b>GIS Address</b>	<b>RPK #</b>
Greenhow & Rumsey Store, NRHP listed (Culinary Institute)	211 North Main Street	211 N Main St	RPK0000018004B
Forest Service Park, NRHP listed	Between River and 1 <sup>st</sup> Street	131 E River St	RPK0000040001A
Comstock & Clark Mercantile (Enoteca Restaurant)	300 North Main Street	300 N Main St	RPK0000040010
Lewis Bank (Rocky Mountain Hardware)	180 North Main Street	180 N Main St	RPK08410000D0
Dynamite Shed (TNT Taproom)	271 Sun Valley Road	271 E Sun Valley Rd	RPK0000017004A
Bert Cross Cabin (Vintage Restaurant)	271 ½ Leadville Avenue North	271 N Leadville Ave	RPK000003007A
Horace Lewis Home (Elephant's Perch)	280 East Avenue North	280 N East Ave	RPK0000043003A
Ketchum Kamp Hotel (Casino)	220 North Main Street	220 N Main St	RPK000000302AA
Pioneer Saloon	308 North Main Street	320 N Main St	RPK000004002A
First Telephone Co. (Chapter One Bookstore)	340 North 2 <sup>nd</sup> Street	340 E 2nd St	RPK000002004B
Fagan Property (Country Cousin Store)	411 Sun Valley Road	411 E Sun Valley Rd	RPK00000240010
Bonning Cabin	531 5 <sup>th</sup> Street East	500 N East Ave	RPK00000460010
McCoy/Gooding/Miller House (Residence)	111 N east Ave	111 N East Ave	RPK0000022005B
Former Post Office (Former Formula Sports)	460 North Main Street	460 N Main St	RPK000005003A
Michel's Christiania Restaurant	303 Walnut Avenue	303 N Walnut Ave	RPK00000440050
E.B Williams House (Ketchum Grill)	520 East Avenue North	520 N East Ave	RPK00000460020
Alonzo Price/Esther Fairman House	180 Leadville Avenue North	180 N Leadville Ave	RPK00000220040
Thornton House (Picket Fence)	560 East Avenue North	560 N East Ave	RPK0000046004A
McAtee House (Former Taste of Thai)	380 1 <sup>st</sup> Avenue	380 N 1st Ave	RPK00000370050
George Castle Cabin	431 ½ Walnut Avenue (in the alley)	431 N Walnut Ave	RPK00000450060
Community Library/Gold Mine Thrift Store	331 Walnut Avenue	331 N Walnut Ave	RPK00000440060
Jack Frost Motel (Gold Mine Consign Building)	591 4 <sup>th</sup> Street East	571 E 4th St	RPK00000450050
St. Mary's Catholic Church (Mesh Gallery)	380 Leadville Avenue North	420 E 4th St	RPK00000240040
Louies/The Church (Picket Fence)	560 N East Ave	560 N East Ave	RPK0000046004A

Adopted by HPC October 19, 2021



City of Ketchum  
Planning & Building

October 26, 2021

Planning and Zoning Commission  
City of Ketchum  
Ketchum, Idaho

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**

**INTRODUCTION**

Staff is requesting the Planning and Zoning Commission provide direction to staff on the number of accessory buildings that may be constructed on one property.

**BACKGROUND**

The Zoning Ordinance sets forth standards for construction of an accessory building on a property. Ketchum Municipal Code (KMC) 17.08.020 defines an accessory building as:

Accessory building and use: A subordinate use of a building, other structure or tract of land, or subordinate building or other structure:

- A. Which is clearly incidental to the use of principal building, other structure or use of land;
- B. Which is customary in connection with the principal building, other structure or use of land; and
- C. Which is ordinarily located on the same lot with the principal building, other structure or use of land.

Under permitted uses for each zoning district, the Zoning Ordinance identifies specific permitted and accessory uses. In the LR-Limited Residential District, permitted uses consist of one dwelling unit. Permitted accessory uses consist of an accessory dwelling unit (ADU) and a guest house.

Accessory dwelling units (ADUs) have specific standards and are regulated by KMC 17.124.070 which limits the unit size, building coverage and review procedures.

In practice, the Planning and Building Department advises applicants that a single-family zoned property may contain a primary building, a detached garage and one accessory building. This is based on the interpretation that an accessory building is defined as one building not multiple buildings. In single family zoning districts, the interpretation has been properties may have one primary dwelling unit and one accessory building that will be occupied for a use other than a garage. If the accessory building is an ADU, then the building must meet the standards in KMC 17.124.070.

**REQUEST**

A request has been made to permit four accessory buildings on a site located at 701 Canyon Run. The site contains an existing single-family home with an attached garage. The proposed project consists of the existing home and construction of four separate buildings, a guest house, gym, pool house and barn (Exhibit A). The project will meet all setback and lot coverage requirements for the property.

The site is located in the LR-Limited Residential District which permits one single family dwelling unit. An accessory dwelling unit (ADU) or guest house is also permitted on the site. Under the current interpretation, only one accessory building may be permitted.

### **ANALYSIS**

The placement of one single-family dwelling and four separate accessory buildings occupied for different uses on a single-family site is a departure from the current application of the Zoning Ordinance. Staff is requesting direction from the Planning and Zoning Commission if the present interpretation should be changed to allow more than one occupied accessory building in a single-family district.

A change in the interpretation may result in a different development pattern in single family districts. Instead of a home, garage and accessory building, properties could be developed as a campus of uses. By spreading out buildings and uses on a property, the area of activity is expanded. If a change is to occur in the interpretation, staff believes the change should occur with Planning and Zoning Commission input and discussion at a public meeting instead of an administrative staff determination.

Staff does not have an objection to changing the interpretation provided the following parameters are in place:

- The accessory buildings cannot be used as accessory dwelling units.
- If an accessory dwelling unit is proposed in conjunction with multiple accessory buildings, the accessory dwelling unit shall comply with KMC 17.124.070.
- The property owner records a deed restriction to ensure the accessory structures are not used for sleeping or short-term rental. This is because the structures are not permitted or constructed for overnight occupancy.
- The combination of all the buildings on the site meet all zoning and building code standards that would otherwise apply to the primary dwelling unit.

### **RECOMMENDATION**

Staff recommends the Planning and Zoning Commission provide direction to staff on changes to the interpretation on number of accessory buildings permitted on a parcel.



## PROJECT DATA

<b>PROJECT ADDRESS</b>	
701 N CANYON RUN BLVB KETCHUM, IDAHO 83340	
<b>PARCEL #</b>	
RPH0433000010	
<b>LEGAL DESCRIPTION</b>	
LOCATED WITHIN CANYON RUN SUB LOT 1 BLK 1	
<b>SUBDIVISION</b>	
CANYON RUN SUB. LOT 1	
<b>ZONE DISTRICT</b>	
LR LIMITED RESIDENTIAL	
<b>AUTHORITY HAVING JURISDICTION (AHJ)</b>	
CITY OF KETCHUM	
<b>CONSTRUCTION TYPE</b>	
5-B	
<b>APPLICABLE CODES</b>	
2018 INTERNATIONAL BUILDING CODE 2018 INTERNATIONAL EXISTING BUILDING CODE 2018 INTERNATIONAL RESIDENTIAL CODE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSOC) 2018 NATIONAL ELECTRICAL CODE 2018 INTERNATIONAL ENERGY CONSERVATION CODE 2018 INTERNATIONAL FIRE CODE IDAHO PLUMBING CODE	
<b>DESIGN CRITERIA</b>	
SNOW LOAD	120 PSF
WIND DESIGN	90 MPH
FROST LINE DEPTH	32"
SEISMIC	D
100 YEAR FLOOD	NO
IECC COMPLIANCE PATH	PERFORMANCE SEE EXHIBIT: RESCHECK, MANUAL J AND S
<b>FIRE</b>	
FIRE DISTRICT	KETCHUM FIRE PROTECTION
FIRE SPRINKLER	NO

## SHEET INDEX

Sheet Number	SHEET NAME	GARAGE PERMIT 09.09.21 CITY COUNCIL 10.12.21

S5	Unnamed		
S6	Unnamed		
S7	Unnamed		
<b>01. Master Plan</b>			
A-001	CONSTRUCTION ACTIVITY PLAN	•	
A-002	SITE / AREA PLANS	•	•
A-003	MASTER GRADING - FOUNDATION PLAN	•	•
A-004	MASTER MAIN LEVEL, ROOF PLAN	•	•
A-005	MASTERPLAN SECTION	•	
<b>02. Survey</b>			
C- 100	SURVEY/CIVIL	•	
<b>03. Garage</b>			
A-000	MASTER COVER SHEET	•	•
A-100	COVER SHEET - GARAGE	•	•
A-101	SITE PLAN - GARAGE	•	•
A-102	PLANS - GARAGE	•	•
A-103	PLANS - GARAGE	•	•
A-104	SECTIONS - GARAGE	•	•
A-105	SECTIONS - GARAGE	•	•
A-106	TRUSS PROFILES - GARAGE	•	•
S1	STRUCTURAL - GARAGE		
S2	Unnamed		
S3	Unnamed		
S4	Unnamed		
<b>04. Guest House</b>			
A-200	COVER SHEET - GUEST HOUSE	•	•
A-201	PLANS - GUEST HOUSE	•	•
A-202	SECTIONS - GUEST HOUSE	•	•
A-204	SHOP DRAWINGS - GUEST HOUSE		
A-205	SHOP DRAWINGS - GUEST HOUSE ENTRY		
<b>05. Pool House</b>			
A-300	COVER SHEET - POOL HOUSE	•	•
A-301	PLANS - POOL HOUSE	•	•
A-302	PLANS - POOL HOUSE	•	•
A-303	PLANS - POOL HOUSE	•	•
A-304	SECTIONS - POOL HOUSE	•	•
A-305	SECTIONS - POOL HOUSE	•	•
A-306	SECTIONS - POOL HOUSE	•	•
A-307	SECTIONS - POOL HOUSE		
A-308	SECTIONS - POOL HOUSE		
A-312	SHOP DRAWINGS - POOL HOUSE		
<b>05. Pool House - Architectural</b>			
S8	Unnamed		
<b>06. Gym</b>			
A-400	COVER SHEET - GYM	•	•
A-401	PLANS - GYM	•	•
A-403	SECTIONS - GYM	•	•
A-405	FRAMING PLANS - GYM	•	•
<b>10. SWIMMING POOL</b>			
SP-100	SWIMMING POOL	•	•

## GENERAL NOTES

1. NOTIFY ARCHITECT IF DISCREPENCIES IN DRAWINGS EXIST.

### DESCRIPTION:

THE PROJECT SCOPE INCLUDES THE CONSTRUCTION OF A 3 ACCESSORY STRUCTURES, AN OUTDOOR SWIMMING POOL AND ASSOCIATED LANDSCAPING EXISTING RESIDENCE IS NOT INCLUDED IN THE PROJECT SCOPE.

## GREEN BUILDING CODE REFERENCES

### SITE PRESERVATION:

1. MATURE TREES TO BE PRESERVED SHALL BE FENCED AT THE DRIP LINE FOR THE DURATION OF CONSTRUCTION.
2. ALL RUN OFF SHALL BE CONTAINED ON SITE.

### WATER CONSERVATION:

1. LANDSCAPING IRRIGATION SHALL MEET EPA WATERSENSE PROGRAM REQUIREMENTS.
2. TURF GRASS SHALL BE OF A DROUGHT TOLERANT SPECIES (RHIZOMATOUS TALL FESCUE OR EQUIVALENT) OR LIMITED TO TWENTY FIVE PERCENT (25%) OF THE TOTAL LANDSCAPED PORTION OF THE SITE.
3. SEVENTY FIVE PERCENT (75%) OF NEW TREES AND SHRUBS SHALL BE NATIVE OR LISTED ON THE UNIVERSITY OF IDAHO'S LIST OF DROUGHT TOLERANT SHRUBS AND TREES.

### EXTERIOR ENERGY CONSERVATION:

1. INSULATE ALL PIPES TO R-10

### SNOWMELT:

1. INSULATE BELOW AND PERIMETER WITH MINIMUM R-10 STRUCTURAL INSULATION.
2. MINIMUM NINETY TWO PERCENT (92%) EFFICIENCY BOILER OR ENERGY STAR HEAT PUMP
3. PROVIDE AUTOMATED CONTROLS CABABLE OF SHUTTING OFF THE SYSTEM WHEN THE PAVEMENT TEMPERATURE IS ABOVE FIFTY DEGREES FAHRENHEIT AND NO PRECIPITATION IS FALLING AND AN AUTOMATIC OR MANUAL CONTROL THAT WILL ALLOW SHUTOFF WHEN THE OTOUR TEMPERATURE IS ABOVE FORTY DEGREES FAHRENHEIT.
4. PROVIDE POSITIVE DRAINAGE OFF ALL NEW HARDSCAPING. USE GEOFABRIC UNDER PAVERS.

## LANDSCAPING CODE REFERENCES

### DRAINAGE:

1. ALL STORMWATER SHALL BE RETAINED ON SITE.
2. DRAINAGE IMPROVEMENTS CONSTRUCTED SHALL BE EQUAL TO THE LENGTH OF THE SUBJECT PROPERTY LINES ADJACENT TO ANY PUBLIC STREET OR PRIVATE STREET.
3. THE CITY ENGINEER MAY REQUIRE ADDITIONAL DRAINAGE IMPROVEMENTS AS NECESSARY, DEPENDING ON THE UNIQUE CHARACTERISTICS OF A SITE.
4. DRAINAGE FACILITIES SHALL BE CONSTRUCTED PER CITY STANDARDS.

### UTILITIES:

1. ALL UTILITIES NECESSARY FOR THE DEVELOPMENT SHALL BE IMPROVED AND INSTALLED AT THE SOLE EXPENSE OF THE APPLICANT.
2. UTILITIES SHALL BE LOCATED UNDERGROUND AND UTILITY, POWER, AND COMMUNICATION LINES WITHIN THE DEVELOPMENT SITE SHALL BE CONCEALED FROM PUBLIC VIEW.

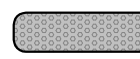


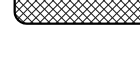



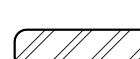
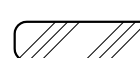
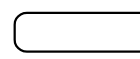
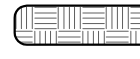
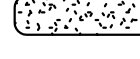

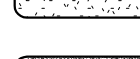


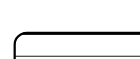
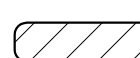


### SNOW STORAGE:

1. SNOW STORAGE AREAS SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE IMPROVED PARKING AND PEDESTRIAN CIRCULATION AREAS.
2. SNOW STORAGE AREAS SHALL BE PROVIDED ON SITE.
3. A DESIGNATED SNOW STORAGE AREA SHALL NOT HAVE ANY DIMENSION LESS THAN FIVE FEET (5') AND SHALL BE A MINIMUM OF TWENTY FIVE (25) SQUARE FEET.
4. IN LIEU OF PROVIDING SNOW STORAGE AREAS, SNOWMELT AND HAULING OF SNOW MAY BE ALLOWED.

### LANDSCAPING:

1. LANDSCAPING IS REQUIRED FOR ALL PROJECTS.
2. 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.
3. ALL TREES, SHRUBS, GRASSES AND PERENNIALS SHALL BE DROUGHT TOLERANT. NATIVE SPECIES ARE RECOMMENDED BUT NOT REQUIRED.

## ARCHITECTURAL FILL REGIONS

CLOSED CELL SPRAY FOAM INSULATION	
RIGID INSULATION	
BATT INSULATION	
PLYWOOD	
SHEATHING WITH INTEGRAL WRB	
PEAGRAVEL ROOF BALLAST	
PEAGRAVEL DRAINAGE ROCK	
FINISH WOOD	
STEEL	
ALUMINUM	
UNDISTURBED EARTH	
COMPACTED FILL	
SAND	
LAMINATED VENEER LUMBER	
GYPSUM WALL BOARD	
SOLID SURFACE COUNTERTOP	
CONCRETE	
PAVER	
PLASTIC	
BRICK	

## DARK SKIES CODE REFERENCES

### LIGHTING STANDARDS

ALL EXTERIOR LIGHTING SHALL UTILIZE LIGHT SOURCES NOT TO EXCEED 2,700 KELVIN.

ALL EXISTING AND/OR NEW EXTERIOR LIGHTING SHALL NOT CAUSE LIGHT TRESPASS AND 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 SENOR LIGTING) IS PERMITTED.

1. ALL LIGHTING EMITTING FROM ANY ZONING LOT SHALL NOT CAUSE THE LIGHT LEVEL ALONG ANY PROPERTY LINE, AS MEASURED AT A HEIGHT OF SIXTY INCHES (60") ABOVE GRADE IN A PLANE AT ANY ANGLE OF INCLINATION, TO EXCEED THE LIMITATIONS LISTED BELOW.
  - A. ZONE OF LIGHT SOURCE = NON-COMMERCIAL = MAX 0.1 FT-CANDLES

### AREA LIGHTS

1. ALL AREA LIGHTS, INCLUDING STREETLIGHTS AND PARKING AREA LIGHTING, SHALL BE LEVEL MOUNTED AND EIGHTY FIVE DEGREES FULL CUTOFF TYPE FIXTURES.
2. 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.
3. 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 W, WHICHEVER IS GREATER.
4. AREA LIGHTS ON A TIMER, SENSOR ACTIVATED, OR TURNED OFF AT 10:30 PM ARE EXEMPT FROM SUBSECTION B OF THE CITY OF KETCHUM DARK SKIES CODE, PROVIDED ALL OTHER STANDARDS OF THE CODE ARE MET.

## FIRE CODE REFERENCES

### 903.2.8 GROUP R

AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3 SHALL BE PROVIDED THROUGHOUT ALL BUILDINGS WITH A GROUP R FIRE AREA ALL NEW CONSTRUCTION OF ONE AND TWO FAMILY DWELLINGS AND TOWNHOME BUILDINGS OF 6000 SQUARE FEET OR GREATER SHALL HAVE AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED. WHERE AN ADDITION OR ALTERATION TO AN EXISTING BUILDING BRING THE TOTAL AREA OF THE BUILDING OVER 6000 SQUARE FEET, ONLY THE ADDITIONAL OR ALTERED AREA OF THE BUILDING MUST HAVE AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM NOTHING IN THIS CHAPTER SHALL PREVENT ANY PERSON FROM VOLUNTARILY INSTALLING AN AUTOMATIC FIRE SPRINKLER SYSTEM.

### 903.3.3 OBSTRUCTED LOCATIONS.

FIRE SPRINKLER SYSTEM IS NOT REQUIRED FOR KITCHEN EQUIPMENT UNDER ESHAUST HOODS PROTECTED WITH A FIRE EXTINGUISHING SYSTEM IN ACCORDANCE WITH SECTION 904.

SECTION 1405 COMBUSTIBLE MATERIALS ON THE EXTERIOR SIDE OF EXTERIOR WALLS (AMENDMENT)  
SECTION 1405.1 (AMENDED) ALL MATERIALS WITHIN 12" VERTICAL OF FINISHED GRADE SHALL BE 1 HOUR RATED, NON-COMBUSTIBLE, OR COVERED WITH MINIMUM 28 GAUGE FLASHING, THE AREA 12" HORIZONTAL FROM THE BASE FO THE WALL SHALL BE FINISHED IN A WAY TO PREVENT ANY VEGETATION GROWING, AND OR VEGETATIVE DEBRIS TO BE EASILY REMOVED.

### FIRE CODE

#### SECTION 1. EXTERIOR CONSTRUCTION FEATURES

EXTERIOR WINDOWS, WINDOW WALLS, GLAZED DOORS, WINDOW WITHIN EXTERIOR DOORS, AND SKYLIGHTS SHALL BE TEMPERED GLASS, MULTILAYERED GLAZED PANELS, GLASS BLOCK OR HAVE A FIRE PROTECTION RATING OF NOT LESS THAN 20 MINUTES.

#### SECTION 2. DEFENSIBLE SPACE REQUIRED

DEFENSIBLE SPACES ARE REQUIRED IN THE CITY OF KETCHUM AND SHALL BE MAINTAINED IN ACCORDANCE WITH SECTION 2.

#### 201. FIRE RESISTIVE VEGETATION

NONFIRE - RESISTIVE VEGETATION OR GROWTH SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES, IN SUCH A MANNER AS TO PROVIDE A CLEAR AREA FOR FIRE SUPPRESSION OPERATIONS.

#### 202. RESPONSIBILITY

PERSONS, OWNING LEASING, CONTROLLING, OPERATING, OR MAINTAINING BUILDINGS OR STRUCTURES ARE RESPONSIBLE FOR MAINTENANCE OF DEFENSIBLE SPACES. MAINTENANCE FO THE DEFENSIBLE SPACE SHALL INCLUDE MODIFYING OR REMOVING NONFIRE-RESISTIVE VEGETATION AND KEEPING LEAVES, NEEDLES AND OTHER DEAD VEGETATIVE MATERIAL REGULARLY REMOVED FROM DECKS, ROOFS, GUTTERS, AND AROUND FOUNDATION OF BUILDINGS AND STRUCTURES.

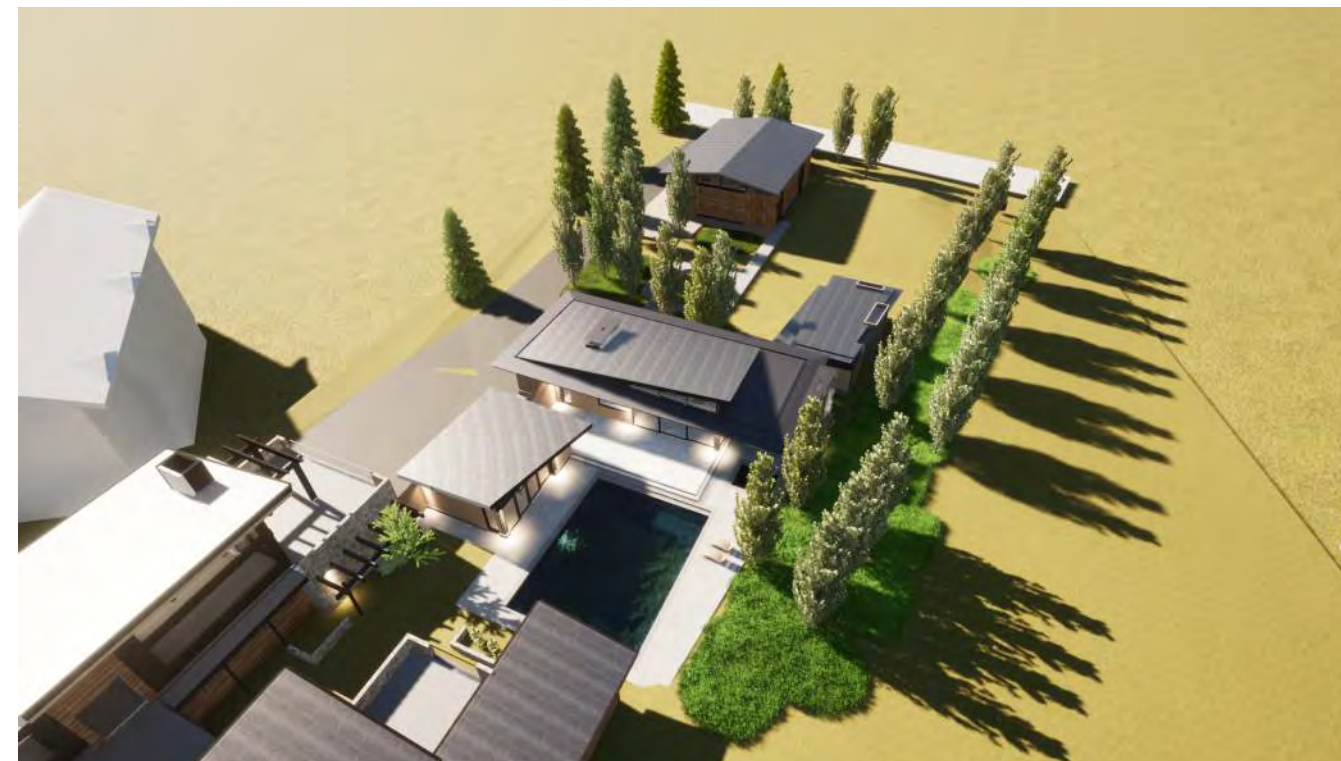
#### 203. TREES

TREE CROWNS EXTENDING TO WITHIN 10 FEET OF ANY STRUCTURE SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET. TREE CROWNS WITHIN 30 FEET OF ANY STRUCTURE SHALL BE PRUNED TO REMOVE LIMBS LOCATED LESS THAN 6 FEET ABOVE THE GROUND SURFACE ADJACENT TO THE TREES.

#### 203.1 CHIMNEY.

CLEARANCE PORTION OF TREE CROWNS THAT EXTEND TO WITHIN 10 FEET OF THE OUTLET OF ANY CHIMNEY SHALL BE PRUNED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 10'

## PROJECT IMAGERY



## EXISTING RESIDENCE



P.O. BOX 98 BLISS, ID 83314

Project:

## 701 N. Canyon Run

701 N Canyon Run Blvd  
Ketchum, Idaho 83340

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### Project Team:

Architect  
Migration Studios  
Cam Minor, AIA  
cam@migrationstudios.com  
208.720.6567

General Contractor  
Greg Edwards  
silverfoxbuilders@gmail.com  
208.309.2360

Structural Engineer  
Bouiss Engineering  
Mike Bouiss  
mbouiss@gmail.com  
208.720.0848

Geotechnical Engineer  
Steve Butler  
svgeotech@gmail.com

Civil / Surveyor  
Alpine Enterprises, Inc.  
Bruce Smith  
bsmith@alpineenterprisesinc.com  
208.720.3042

Energy Modeling  
Idaho Greenworks, LLC  
John Reuter  
john@idahogreenworks.com  
801.721.2922

Swimming Pool Design  
Water Design Inc.  
Brian Anderson  
brian@waterdesign.com  
801.550.3623

Interior Design  
Migration Studios

Issue:

## FOR CONSTRUCTION

Revisions:

**NOT FOR CONSTRUCTION**

Project Orientation:

Scale:

As indicated

Date Printed:

10.4.21

## MASTER COVER SHEET

# A-000



**CONSTRUCTION NOTES**

1. NOTIFY ARCHITECT IF DISCREPENCIES IN DRAWINGS EXIST.

**CONSTRUCTION ACTIVITY:**

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL SUBCONTRACTORS AND WILL BE HELD RESPONSIBLE FOR ALL ASPECTS OF THE CONSTRUCTION ACTIVITY PERMIT.
2. AT A MINIMUM, ALL NEIGHBORS WITH PROPERTIES ADJACENT TO THE PROJECT SHALL BE PROVIDED NOTICE OF THE PROJECT SCHEDULE AND THE GENERAL CONTRACTOR'S CONTACT INFORMATION IN ADVANCE OF CONSTRUCTION.

**VEHICLE PARKING AND TRAFFIC CONTROL:**

1. PARKING SHALL OCCUR ON THE BUILDING SITE, WITH SECONDARY PARKING ON THE CITY RIGHT OF WAY ADJACENT TO THE PROPERTY UNDER CONSTRUCTION AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.
2. IN CASES WHERE PARKING ON BOTH SIDES OF THE STREET WOULD REDUCE THE AVAILABLE TRAVEL SURFACE TO BELOW TWENTY SIX FEET (26') IN WIDTH, PARKING SHALL BE LIMITED TO ONE SIDE OF THE STREET.
3. THE RIGHT OF WAY, OUTSIDE OF THE REQUIRED TRAVEL LANES, DIRECTLY IN FRONT OF THE JOB SITE MAY BE DEDICATED FOR MATERIAL DELIVERY.

**SCREENING:**

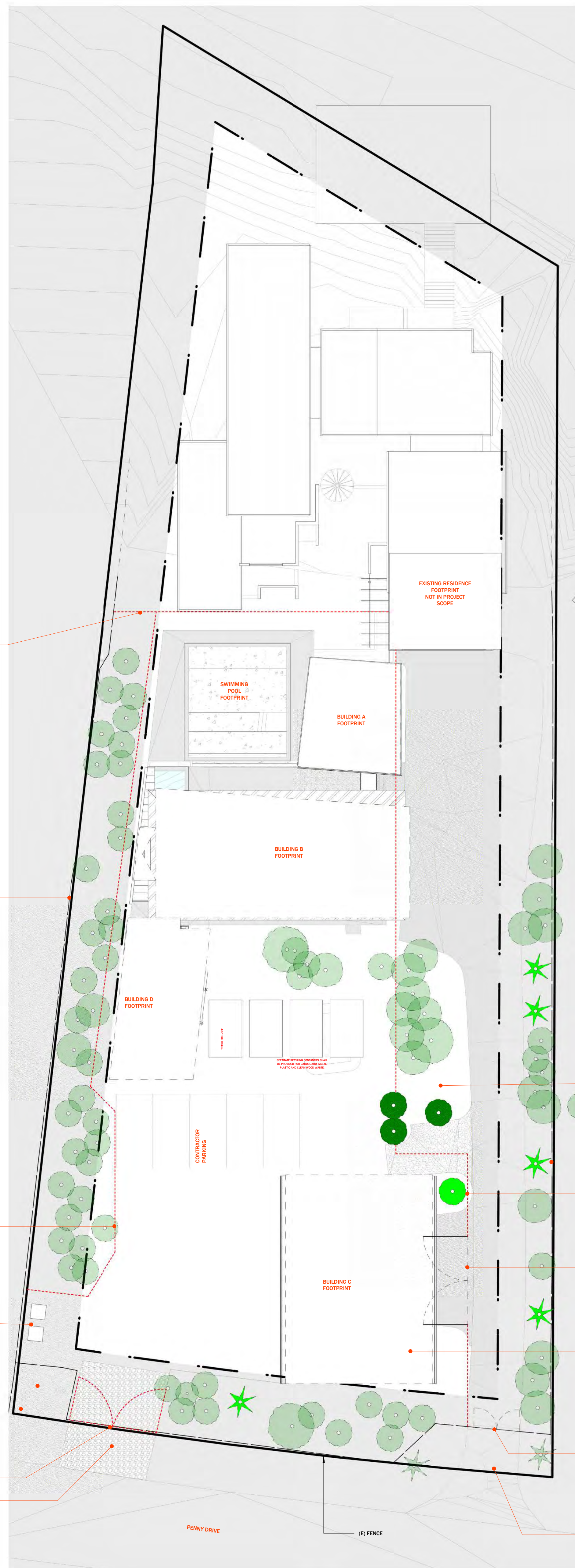
1. THE PERIMETER OF THE JOB SITE SHALL BE SCREENED WITH A FOUR (4) TO SIX (6') HIGH CONSTRUCTION OR TEMPORARY FENCE.

**SITE CLEAN UP:**

1. THE JOB SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION. TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAR, TIDY PILES.
2. ALL DISTURBE AREAS SHALL BE RETURNED TO A FINISHED CONDITION PER THE APPROVED LANDSCAPING PLAN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

**DEFINITIONS:**

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.



**CONSTRUCTION ACTIVITY PLAN - PHASE 2**  
SCALE: 1/16" = 1'-0"

\*RESEED ALL DISTURBED AREAS



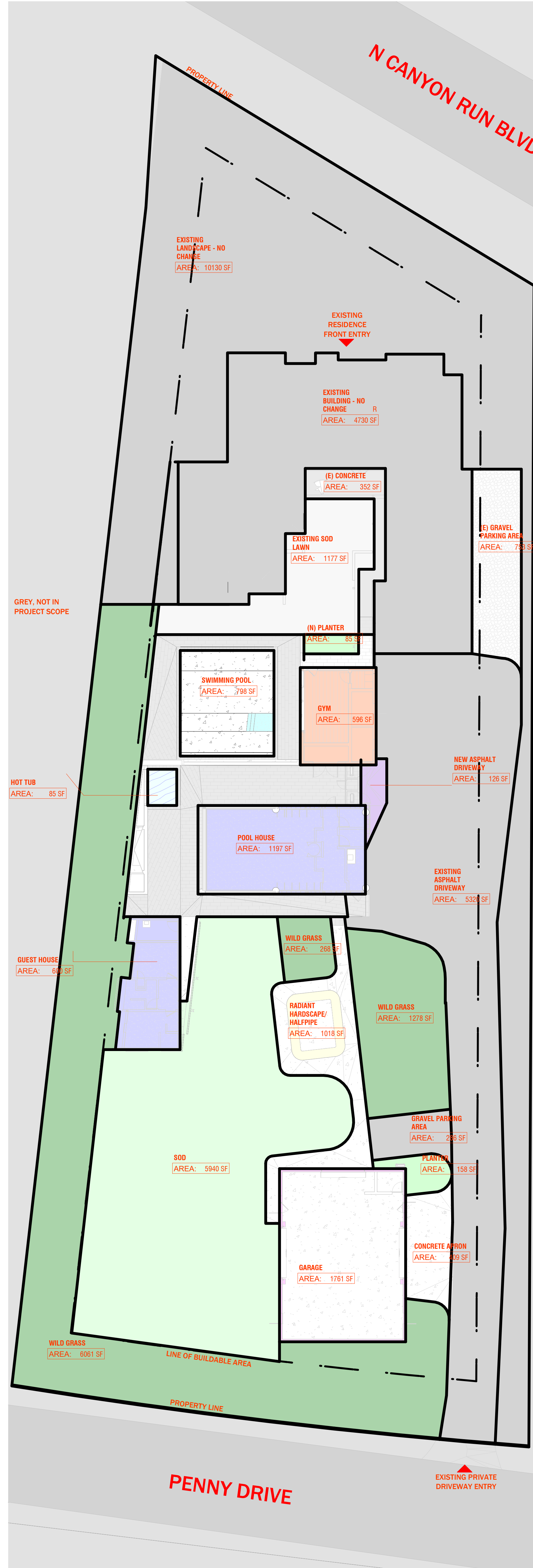
**CONSTRUCTION ACTIVITY PLAN - PHASE 1**  
SCALE: 1/16" = 1'-0"

\*RESEED ALL DISTURBED AREAS

**CODE PLAN LEGEND**

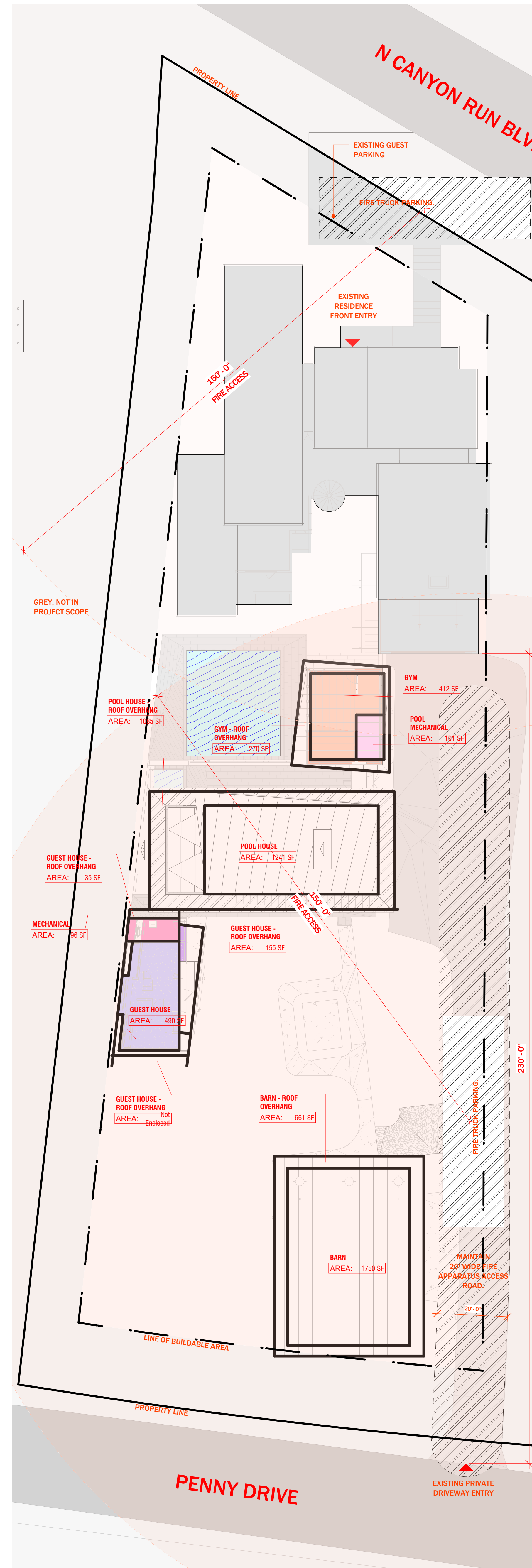
	AREA BOUNDARY
	EGRESS PATH
	MAIN ENTRY
	EGRESS
	ROOM TAG
<b>FIRE RESISTANT CONSTRUCTION</b>	
	1 HR RTD. LOAD BEARING WALL
	1 HR RTD. FIRE BARRIER

<b>AREA USE</b>	
	(E) CONCRETE
	(E) GRAVEL PARKING AREA
	(N) PLANTER
	CONCRETE APRON
	EXISTING ASPHALT DRIVEWAY
	EXISTING BUILDING - NO CHANGE
	EXISTING LANDSCAPE - NO CHANGE
	EXISTING SOD LAWN
	GRAVEL PARKING AREA
	GUEST HOUSE
	GYM
	HOT TUB
	NEW ASPHALT DRIVEWAY
	PLANTER
	POOL HOUSE
	RADIANT HARDSCAPE / HALFPIPE
	SOD
	SWIMMING POOL
	GARAGE
	WILD GRASS



**4 LOT COVERAGE AREA**  
SCALE: 1/16" = 1'-0"

<b>AREA USE</b>	
	BARN
	BARN - ROOF OVERHANG
	MECHANICAL
	GUEST HOUSE
	GUEST HOUSE - ROOF OVERHANG
	GYM
	GYM - ROOF OVERHANG
	POOL HOUSE
	POOL HOUSE - ROOF OVERHANG
	POOL MECHANICAL



**3 FIRE FLOW AREA PLAN**  
SCALE: 1/16" = 1'-0"

**FIRE FLOW AREA**

USE	GFA
<b>INTERIOR</b>	
BARN	1750 SF
GUEST HOUSE	490 SF
GYM	412 SF
MECHANICAL	96 SF
POOL HOUSE	1241 SF
POOL MECHANICAL	101 SF
<b>EXTERIOR</b>	
BARN - ROOF OVERHANG	661 SF
GUEST HOUSE - ROOF OVERHANG	0 SF
GUEST HOUSE - ROOF OVERHANG	35 SF
GUEST HOUSE - ROOF OVERHANG	156 SF
GYM - ROOF OVERHANG	270 SF
POOL HOUSE - ROOF OVERHANG	1085 SF
TOTAL	6296 SF

**LOT COVERAGE - BUILDING**

USE	GFA
<b>INTERIOR</b>	
EXISTING BUILDING - NO CHANGE	4730 SF
GARAGE	1761 SF
GUEST HOUSE	600 SF
GYM	996 SF
POOL HOUSE	1197 SF
<b>EXTERIOR</b>	
EXISTING LANDSCAPE - NO CHANGE	10130 SF
GRAVEL PARKING AREA	286 SF
PLANTER	158 SF
SOD	5940 SF
WILD GRASS	1278 SF
WILD GRASS	6061 SF
TOTAL	32738 SF

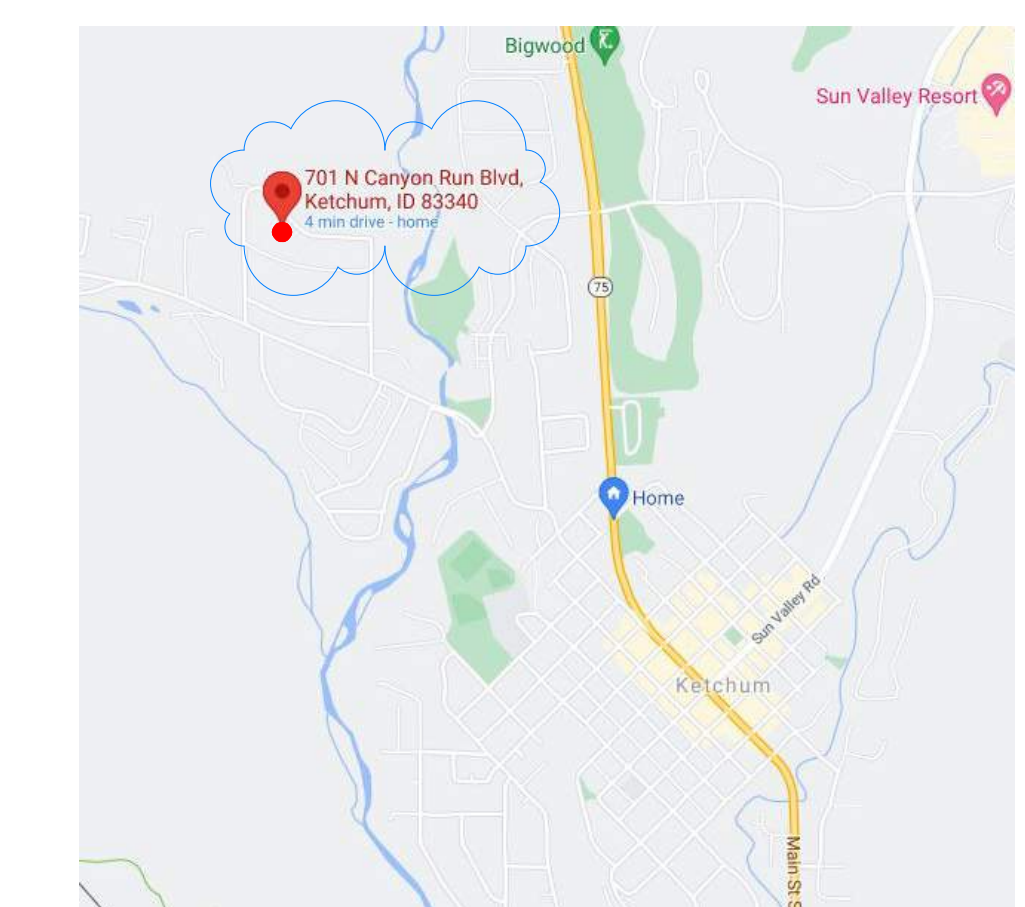
**LOT COVERAGE - LANDSCAPE**

USE	GFA
<b>EXTERIOR</b>	
(E) CONCRETE	352 SF
(E) GRAVEL PARKING AREA	753 SF
(N) PLANTER	85 SF
CONCRETE APRON	409 SF
EXISTING ASPHALT DRIVEWAY	5320 SF
EXISTING SOD LAWN	1177 SF
HOT TUB	85 SF
NEW ASPHALT DRIVEWAY	126 SF
RADIANT HARDSCAPE / HALFPIPE	1018 SF
SWIMMING POOL	798 SF
WILD GRASS	268 SF
TOTAL	10392 SF

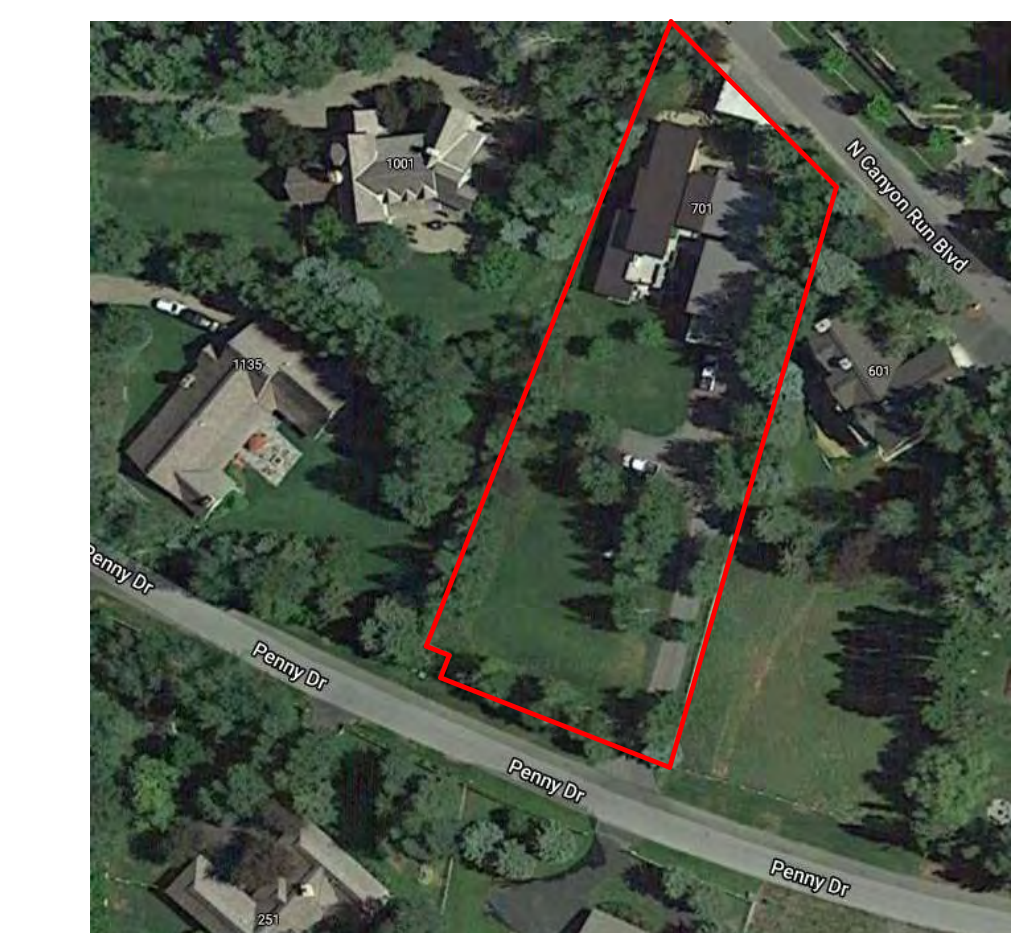
**GENERAL LOT INFORMATION**

LOT AREA:	1.05 ACRES = 45,592 S.F.
ALLOWABLE FAR:	35% SITE AREA = 15,957 S.F.
<b>FOOTPRINT</b>	
EXISTING STRUCTURE GROUND LEVEL + PATIOS = 4,730 SF	
NEW ACCESSORY STRUCTURES = 4,181 SF	
TOTAL = 8,911 SF = 19.5% OF SITE AREA	
DESIGN IS COMPLIANT.	

<b>DISTRICT SPECIFIC STANDARDS</b>		
	MINIMUM	ACTUAL
SETBACKS - FRONT	15' MIN	29' - 2 1/2"
SETBACKS - SIDE	17' MIN.	17' - 0 1/16"
SETBACKS - REAR	17' MIN.	18' - 5"
	MAXIMUM	PROPOSED
STORIES	2	2
HEIGHT	35'	19'5" ABOVE PENNY DR.



**2 VICINITY MAP**  
SCALE: 1 1/2" = 1'-0"



**1 SITE AERIAL**  
SCALE: 1 1/2" = 1'-0"



P.O. BOX 98 BLISS, ID 83314

Project:

**701 N. Canyon Run**

701 N Canyon Run Blvd  
Ketchum, Idaho 83340

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Project Team:

Architect  
Migration Studios  
Cam Minor, AIA  
cam@migrationstudios.com  
208.720.6567

General Contractor  
Greg Edwards  
silverfoxbuilders@gmail.com  
208.309.2360

Structural Engineer  
Bouiss Engineering  
Mike Bouiss  
mbouiss@gmail.com  
208.720.0848

Geotechnical Engineer  
Steve Butler  
svgeotech@gmail.com

Civil / Surveyor  
Alpine Enterprises, Inc.  
Bruce Smith  
bsmith@alpineenterprisesinc.com  
208.720.3042

Energy Modeling  
Idaho Greenworks, LLC  
John Reuter  
john@idahogreenworks.com  
208.721.2922

Swimming Pool Design  
Water Design Inc.  
Brian Anderson  
brian@waterdesign.com  
801.550.3623

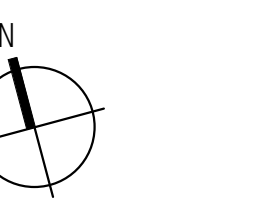
Interior Design  
Migration Studios

Issue:

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Revisions:

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Project Orientation:

Scale:

As indicated

Date Printed:

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**SITE / AREA PLANS**

**A-002**



P.O. BOX 98 BLISS, ID 83314

Project:  
**701 N. Canyon Run**

701 N Canyon Run Blvd  
Ketchum, Idaho 83340

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Project Team:

Architect  
Migration Studios  
Cam Minor, AIA  
cam@migrationstudios.com  
208.720.6567

General Contractor  
Greg Edwards  
silverfoxbuilders@gmail.com  
208.309.2360

Structural Engineer  
Bousis Engineering  
Mike Bousis  
mbousis@gmail.com  
208.720.0848

Geotechnical Engineer  
Steve Butler  
svgeotech@gmail.com

Civil / Surveyor  
Alpine Enterprises, Inc.  
Bruce Smith  
bsmith@alpineenterprisesinc.com  
208.720.3042

Energy Modeling  
Idaho Greenworks, LLC  
John Reuter  
john@idahogreenworks.com  
208.721.2922

Swimming Pool Design  
Water Design Inc.  
Brian Anderson  
brian@waterdesign.com  
801.550.3623

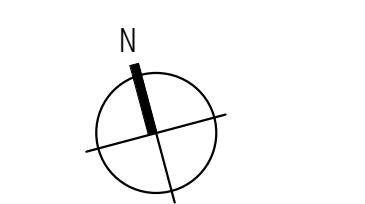
Interior Design  
Migration Studios

Issue:

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Revisions:  
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Project Orientation:



Scale:

As indicated

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10.4.21

**MASTER GRADING/FOUNDATION PLAN**

**A-003**

### LANDSCAPE LEGEND

	ASPHALT
	STONE PAVERS
	GRAVEL
	PROPERTY LINE
	BUILDABLE AREA
	GAS LINE
	POWER LINE
	STORM DRAIN LINE
	(E) SANITARY SEWER
	(N) SANITARY SEWER
	SURFACE DRAINAGE
	WATER LINE
	(E) CONTOUR LINE
	(N) CONTOUR LINE
	PERFORATED DRAINAGE
	PIPE
	PITCH/SLOPE %
	DRYWELL
	CATCH BASIN
	TREES TO BE REMOVED
	EXISTING TREES
	NEW TREES

### GENERAL NOTES

ZURN Z886-PVS CHANNELS IS 80" LONG, WITH 0.375" WIDE SLOT AND HAVE A 4" THROAT. MODULAR CHANNEL SECTIONS SHALL BE MADE OF 0% WATER ABSORBENT HIGH DENSITY POLYETHYLENE (HDPE). SHALL HAVE A POSITIVE MECHANICAL CONNECTION BETWEEN CHANNEL SECTIONS THAT WILL NOT SEPARATE DURING THE INSTALLATION AND SHALL MECHANICALLY LOCK INTO THE CONCRETE SURROUND A MINIMUM OF EVERY 10'. CHANNELS WEIGH LESS THAN 2.31 LBS. PER LINEAR FOOT. HAVE A SMOOTH, 1.5 RADIUS SELF-CLEANING BOTTOM WITH A MANNING'S COEFFICIENT OF 0.009 AND 0.75% OR NEUTRAL 0% BUILT IN SLOPE. CHANNELS SHALL HAVE REBAR CLIPS STANDARD TO SECURE TRENCH IN ITS FINAL LOCATION. SHALL BE PROVIDED WITH STANDARD PVS NON-REMOVABLE GRATES. ZURN 0.375" WIDE REVEAL AND 2.75" TALL FABRICATED STEEL PAVER SLOT GRATE WITH DUCTILE IRON REINFORCING CONFORMING TO ASTM SPECIFICATION A536-84, GRADE 80-55-06. IS RATED CLASS B PER THE DIN EN1433 TOP LOAD CLASSIFICATIONS. SUPPLIED IN 40" NOMINAL LENGTHS WITH 0.75 BEARING DEPTH. GRATE HAS AN OPEN AREA OF 4.5 SQ. IN PER FT.

HOT TUB  
RE: SP-100

OUTDOOR SWIMMING POOL  
RE: SP-100

GYM  
FLOOR ELEVATION = 5861'-2"

POOL HOUSE  
FLOOR ELEVATION = 5861'-2"

GUEST HOUSE  
FLOOR ELEVATION = 5860'-7"

GARAGE  
FLOOR ELEVATION = 5860'

CANYON RUN SUB.  
BLK. 1, LOT 1  
+45,592 SQ. FT.  
+1.05 AC.

2 MASTER FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"

HOT TUB  
RE: SP-100

OUTDOOR SWIMMING POOL  
RE: SP-100

GYM  
FLOOR ELEVATION = 5861'-2"

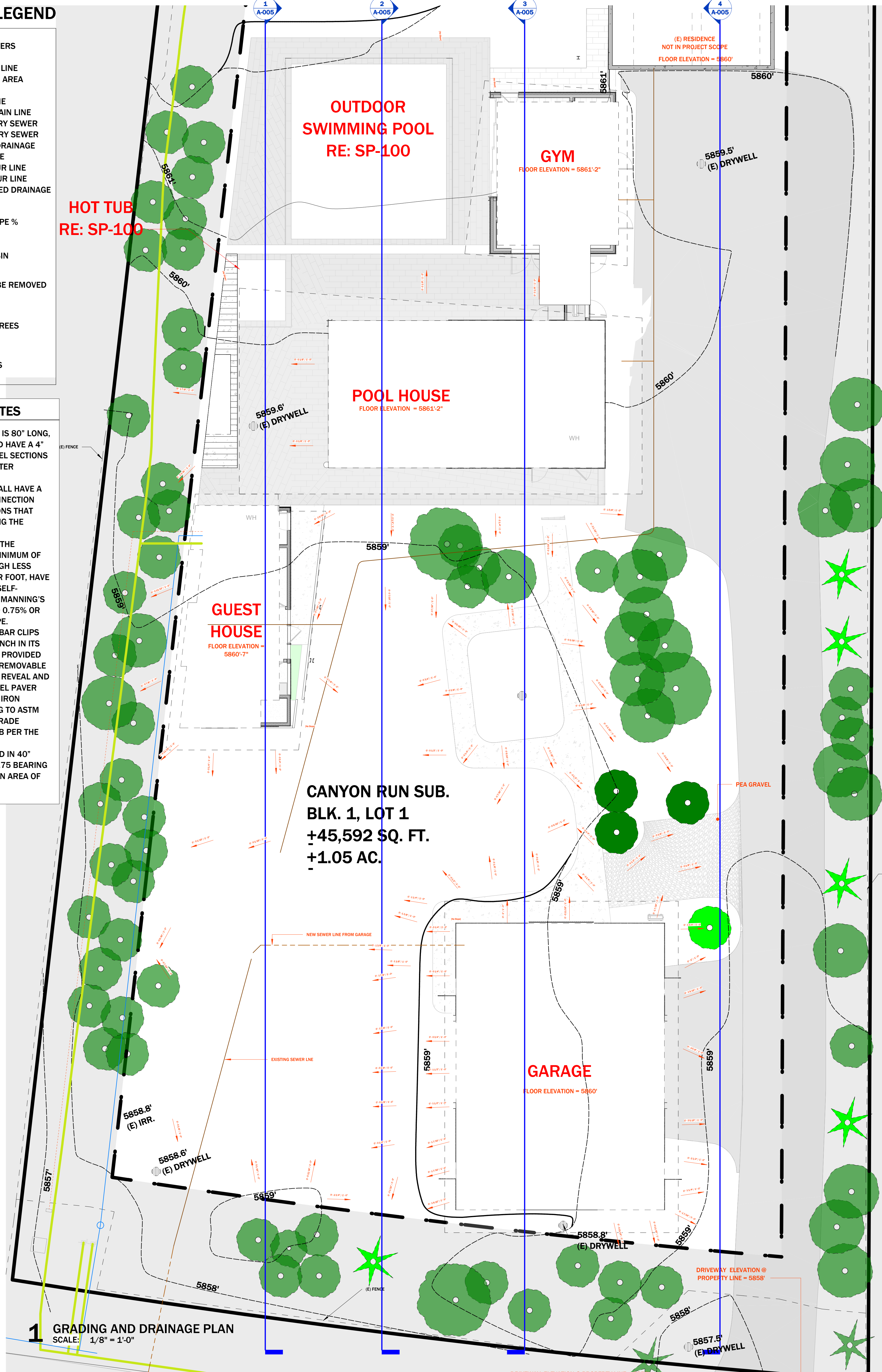
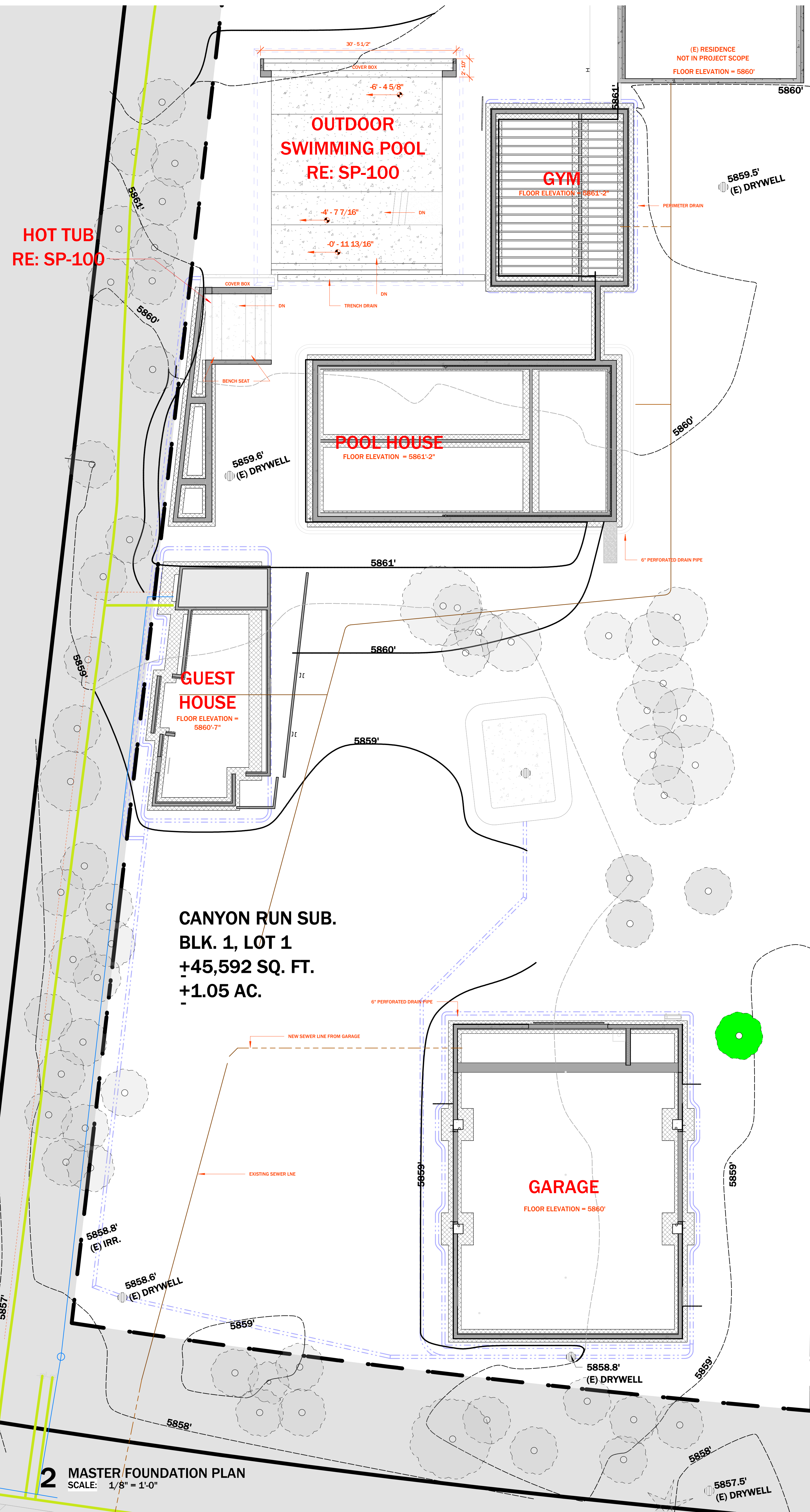
POOL HOUSE  
FLOOR ELEVATION = 5861'-2"

GUEST HOUSE  
FLOOR ELEVATION = 5860'-7"

GARAGE  
FLOOR ELEVATION = 5860'

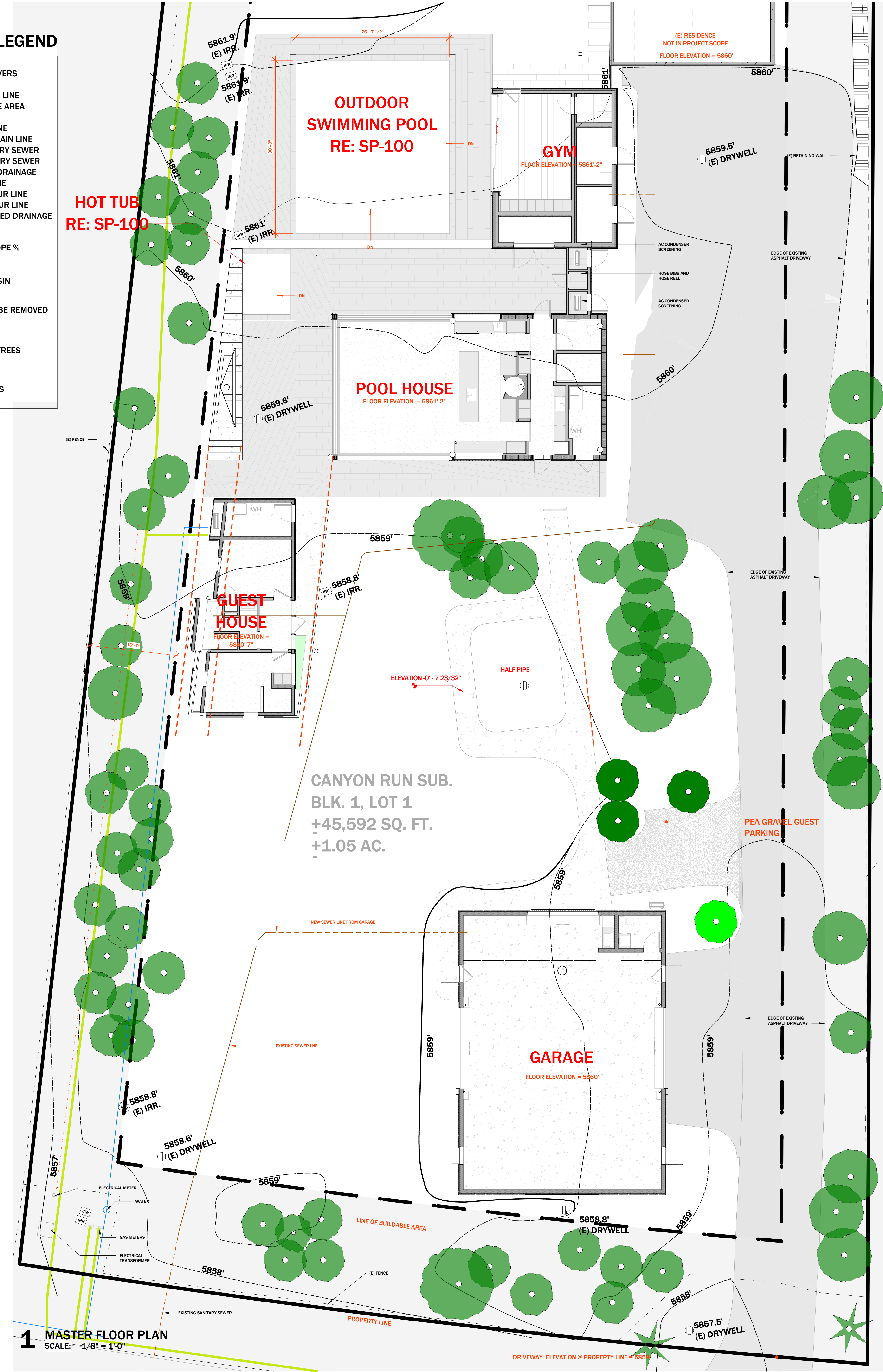
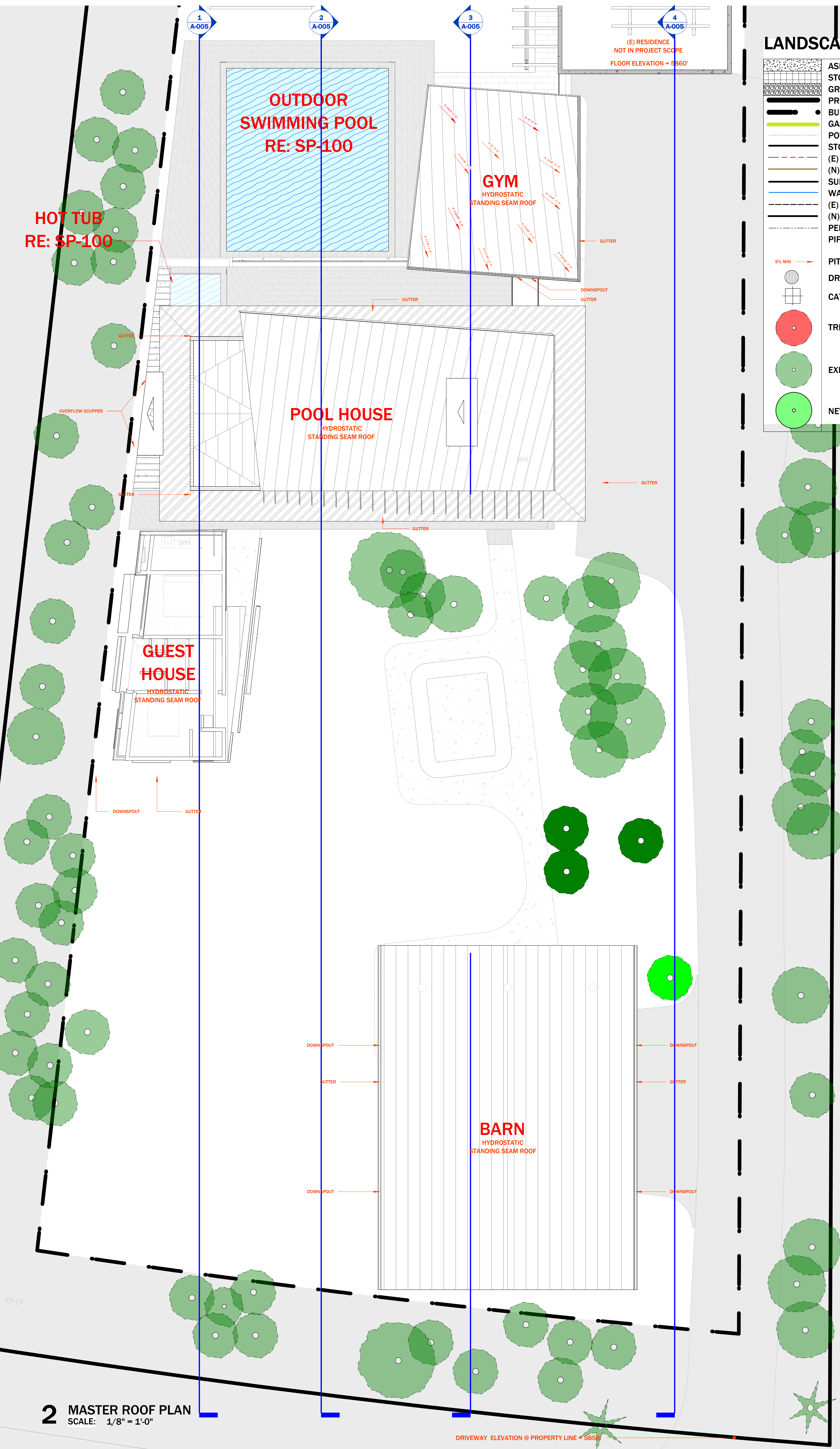
CANYON RUN SUB.  
BLK. 1, LOT 1  
+45,592 SQ. FT.  
+1.05 AC.

1 GRADING AND DRAINAGE PLAN  
SCALE: 1/8" = 1'-0"



**LANDSCAPE LEGEND**

- ASPHALT
- GRAVEL PAVERS
- PROPERTY LINE
- BUILDABLE AREA
- GAS LINE
- POWER LINE
- STORM DRAIN LINE
- (E) SANITARY SEWER
- (N) SANITARY SEWER
- SURFACE DRAINAGE
- WATER LINE
- (E) CONTOUR LINE
- (N) CONTOUR LINE
- PERFORATED DRAINAGE PIPE
- PITCH/SLOPE %
- DRYWELL
- CATCH BASIN
- TREES TO BE REMOVED
- EXISTING TREES
- NEW TREES



**2 MASTER ROOF PLAN**  
SCALE: 1/8" = 1'-0"

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

CANYON RUN SUB.  
BLK. 1, LOT 1  
+45,592 SQ. FT.  
+1.05 AC.

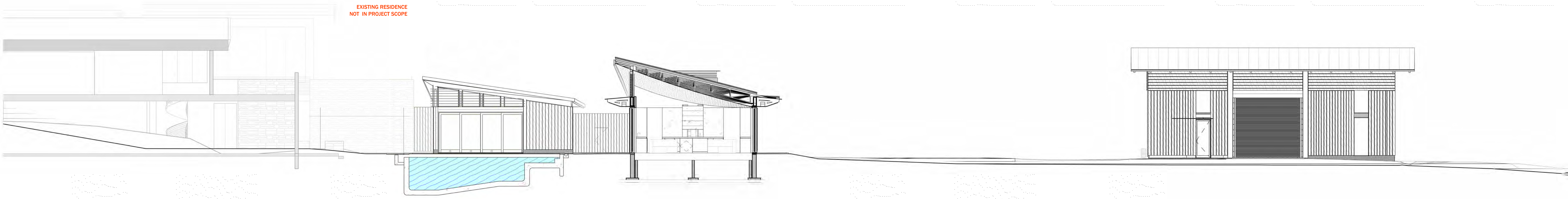
PEA GRAVEL GUEST  
PARKING

DRIVEWAY ELEVATION @ PROPERTY LINE = 5858'

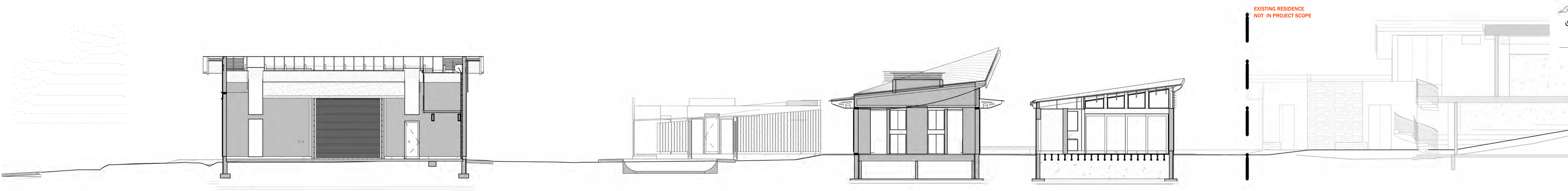
DRIVEWAY ELEVATION @ PROPERTY LINE = 5858'



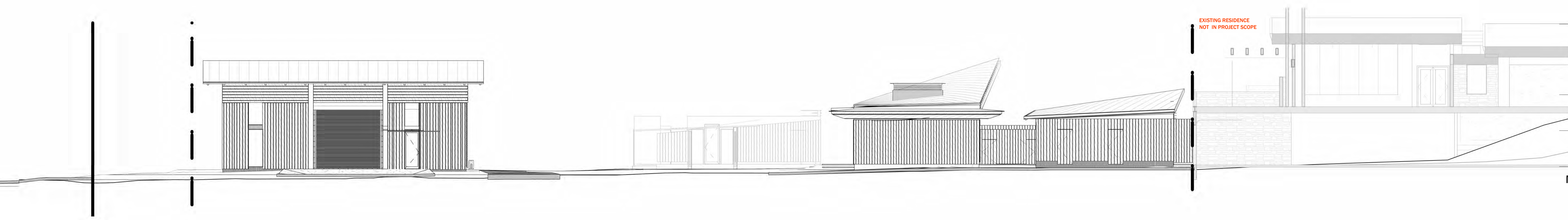
**1 MASTERPLAN SECTION - EAST**  
SCALE: 1/8" = 1'-0"



**2 MASTERPLAN SECTION - EAST 2**  
SCALE: 1/8" = 1'-0"



**3 MASTERPLAN SECTION - WEST**  
SCALE: 1/8" = 1'-0"



**4 MASTERPLAN SECTION - WEST 2**  
SCALE: 1/8" = 1'-0"