

# City of Ketchum, Idaho

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November 29, 2011

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Continuation of Public Hearing/Third Reading for Ordinance 1087 Sign Code December 5, 2011**

### Introduction/History

In 2006, the Ketchum Planning and Zoning Commission considered and recommended a new sign code to replace that which is contained in the Municipal Code. That recommendation was never considered nor acted upon by the Ketchum City Council. During 2007, Planning and Zoning staff reviewed and proposed changes to that 2006 recommendation; however, the process of consideration was not continued.

The need for clarifying the sign regulations was elevated in priority during the spring of 2010. The Commission held workshop sessions on March 22, April 26, and May 10, 2010, considering the current Ketchum sign code; the 2006 recommendation/staff revised draft; and sample codes from Aspen, CO., Telluride, CO., and Healdsburg, CA.

### Goals of the project:

1. Clarify/establish processes by which permits for signs are obtained
2. Address sandwich/portable board signs
3. Address temporary banners on private property
4. Define time frames for temporary signage
5. Create regulations for signs used but not addressed
6. Focus on public safety/access on public sidewalks
7. Simplify

The Ketchum Planning and Zoning Commission held public workshop sessions on November 8, 2010, November 23, 2010, and December 13, 2010, at which public comment was taken on the draft of the sign code presented at that time. With direction from the Commission, a revised draft was prepared for formal public hearing on January 24, 2011. Present at the hearing were Co-Chairman Fabiano and Commissioners Cook, Williams and Doty. Co-Chairman Burns was not present. Upon receipt of public comment and evaluation of the draft sign code, the Ketchum Planning and Zoning

Commission unanimously recommended to the Ketchum City Council approval and passage of the ordinance. They also recommended a public workshop before the City Council before public hearings were to commence.

The City Council held a sign code public workshop on March 7, 2011, to provide an introduction to the draft sign code ordinance as recommended by the Planning and Zoning Commission. It served as an opportunity for both the City Council and the public to learn about the Commission recommendation prior to a formal public hearing. A presentation by staff and Q/A session was conducted, and the comments were subsequently incorporated into the draft code by consultant, Linda Haavik.

A public hearing for the draft sign code was held at the City Council's regular meeting on April 18, 2011. According to State Statute 67-6509, the Council may conduct at least one (1) public hearing, in addition to the public hearing(s) conducted by the Commission. The required noticing procedures were followed for that public hearing.

The Council conducted the public hearing, evaluated the proposal, had the first reading of the Ordinance on April 18, 2011, and continued further consideration and the second reading to May 16, 2011.

Changes that were proposed for consideration and accepted by the Council at the April 18th meeting have been incorporated into the revised Ordinance 1087, Attachment 3.

The following sections are marked with a vertical line in the right margin to point out changes made for the June 14, 2011 hearing and second reading:

- (1) Section B.4, Permit Exemptions, (l) on page 8: Council requested that neon proposed to be mounted on the exterior of the building require a sign permit.
- (2) Section B.4, Permit Exemptions, (m) on page 8: Added section to allow other small interior signs, in addition to neon, to be exempt.
- (3) Section D.2, Computations, (a) on page 10: Modified so that polygonal shape, rather than square or rectangle, be used to determine sign area.
- (4) Section D.4, Sign Light Regulations,(c) on pages 12-13: Modified to be consistent with the change in item (1) above.

***Note: Staff recommends due to administrative concerns that this language revert to the prior language that does not require a sign permit for any neon that is limited by this code to four (4) square feet.***

- (5) Section E.1, Awning or Marquee Sign, (a) on page 13: Modified to encourage

signage on valance or front face of awning, but to also allow signage on the sides.

(6) Section E.4, Projecting Signs on page 15: Modified to change "edge width" to "thickness".

(7) Section E.6, Freestanding Signs, (a, b) on pages 15-16: Modified to allow placement within the setback including on the property line; to allow sign to project over public ROW when limited to sign of project signs in Section E.4; and to limit amount of encroachment over public ROW to 12 square feet per each of 2 sides.

(8) Section E.6, Freestanding Signs, (c) on page 16: Modified to allow 20 sf of signage per side, so as to not allow 40 sf one-sided signs.

(9) Section E.7, Monument Signs, (a) on page 16: Modified to allow placement within the setback. Minimum building setback was deleted.

(10) Section E.7, Monument Signs, (b) on pages 16-17: Modified to allow 20 sf of signage per side, so as to not allow 40 sf one-sided signs.

(11) Section F.5, Real Estate Signs on pages 21-22: Modified to include the Planning and Zoning Commission recommendation and the Staff recommendation concerning open house signage; and to include a new subsection for On-site Sales Offices.

***Note: Real estate signage was the primary focus of the Council at the June 14th hearing.***

(12) Subsection H.2, Legally Nonconforming Signs on page 28: Modified to delete reference to "business license".

### Current Report

At their June 14 hearing and second reading of the Ordinance, the Council heard comments from realtors concerned about the real estate section of the code. They directed Staff to set up workshops to make sure that the realtors' input was well considered in crafting the code language. During the summer of 2011, Staff and two Councilors held a workshop with representatives of the real estate community. Their input was incorporated into a draft revision of the real estate section of the code. The realtors then had the opportunity to comment again on that draft. The current draft reflects the realtors' and the two Councilors' feedback.

In addition to changes in the real estate section, Staff is suggesting a few other modifications, based on further examination of the code and input from the Councilors.

The following sections are noted in red text to point out changes made for the December 5, 2011 hearing and third reading:

- (1) Section E.1. Awning or Marquee Sign, (g) on page 14: Added note requiring a Right-of-way Agreement with the City for any awning or marquee sign encroaching into the public right-of-way.
- (2) Section E.4. Projecting Signs, (i) on page 16: Added note requiring a Right-of-way Agreement with the City for any projecting sign encroaching into the public right-of-way.
- (3) Section F.1. Sandwich Board and Portable Board Signs, on page 19:
  - (d) Allowed these signs to be located within the public right-of-way, but not within a paved roadway.
  - (f) Allowed these signs in all zones and sub-districts. Specified materials that these signs may be constructed with.
  - (g) Required maintenance of these signs.
  - (h) Required that these sign be removed outside business hours.
  - (i) Required that these signs be located within the frontage of the subject property and proximate to the business entrance.
  - (j) Required Staff to develop a mechanism for identifying permitted signs of this type.
- (4) Section F.4 Construction Site Sign, on page 21:
  - (b) Reduced maximum size of sign to the size of a sheet of plywood.
  - (c) Allowed illumination of sign, if it complies with the Section D.4. Sign Lighting and is installed in a permanent fashion.
  - (e) Allowed a Development Opportunity Sign to become the Construction Sign, rather than requiring that they be different signs with different permits.
  - (f) Allowed a Construction Sign to continue to serve as a Real Estate for sale sign.
  - (g) Require that resale units comply with regulations of Section F.5. Real Estate Signs.
- (5) Section F.5 Real Estate Signs, on page 21:
  - (a) Real Estate sign: Slightly change wording "and" to "or".
    - (2) Limit size of sign to a total of 8 square feet with maximum of four square feet on each of two sides. Made more specific the zoning districts in which this size applies.
    - (3) Made more specific the zoning districts in which this size applies.

- (b) Real Estate open house sign:
  - (3) Limited display of sign to day of open house and required that open houses be of limited duration.
  - (4) Limiting way-finding open house signs to one pointing in a particular direction per intersection, requiring the realtors to share the signs.
- (c) Real Estate Development Opportunity Sign:
  - (2) Reduced maximum size of sign to the size of a sheet of plywood.
  - (3) Allowed illumination of sign, if it complies with the Section D.4. Sign Lighting and is installed in a permanent fashion.
  - (5) Allowed the sign to continue to serve as a Construction Site Sign.
- (d) On-Site Sales Office:
  - (1) Required a development with on-site sales office to comply with regulations in this code for permanent and temporary signs.
  - (2) Required Event Signage or large scale, open house or auction events to comply with Section 2. Temporary Signs and Banners.

(6) Section I.1. Violations, on page 30: Limit fine for violation to \$300 per offense, which is in line with the rest of the Ketchum Municipal Code. Allowed temporary signs to be confiscated if not in compliance with the code and set fine for those offenses.

### Comprehensive Plan Compliance

The following are Comprehensive Plan Policies related to signs:

**Page 39:** Signage and visual clutter can detract from the appearance of the town. While billboards and other large, off-site signs are no longer permitted, the current rules are confusing to the public and contain loopholes and gray areas. The proposed amendments help clarify and simplify sign code regulations. The proposed amendments should help citizens and other professionals understand and apply signage to enhance the visual appearance of the City.

**Policy 4.1.8:** Strengthen the Sign Chapter of the Zoning Code to ensure that signs are unobtrusive, that the regulations are clear and enforceable, and require all new signs be well designed of high quality materials. The proposed amendments help clarify and simplify sign code regulations making them easier to understand and enforce. The proposed amendments should help citizens and other professionals understand and apply signage to enhance the visual appearance of the City.

## Evaluation Standards

1. Pursuant to Section 17.152.010 of Zoning Code Title 17, amendments to the zoning ordinance or the zoning map “shall be in accordance with the laws of the State of Idaho and all other applicable City Ordinances”. See item 2 below regarding state laws.
2. Idaho’s Local Planning Act, Section 67-6511 states that ordinances establishing zoning districts shall be amended as follows:

(a) Requests for an amendment to the zoning ordinance shall be submitted to the zoning or planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment requested. Particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.

(b) If the request is in accordance with the adopted plan, the commission may recommend and the governing board may adopt or reject the ordinance amendment under the notice and hearing procedures provided in Section 67-6509, Idaho Code. The proposed amendment is in accordance with the policies of the comprehensive plan related to signage. All political subdivisions were mailed notice of the meeting. Comments have been received from the Sawtooth Board of Realtors and were considered at the January 24, 2011, public hearing before the Planning and Zoning Commission.

## Financial Requirement/Impact

Ordinance 1187 will have no financial requirement or impact.

## Recommendation

Staff respectfully recommends that the City Council conduct the third reading of Ordinance No. 1087, on December 5, 2011 and approve the Ordinance.

## Suggested Motion

“Pursuant to Idaho Code §67-65, I move for approval of the third and final reading of Ordinance Number 1087, amending Title 17, Chapter 124, Ketchum Municipal Code, Accessory Buildings and Uses.”

Sincerely,



Rebecca F. Bundy  
Associate Planner

- Attachments:
1. Cover Sheet, Ordinance 1087, Ketchum Sign Code
  2. Table of Contents, Ordinance 1087, Ketchum Sign Code
  3. Ordinance 1087, Ketchum Sign Code
  4. Planning and Zoning Recommendation Table
  5. Realtor Comments

**Attachment 1**  
**CITY OF KETCHUM CITY COUNCIL**  
**PUBLIC HEARING AND THIRD READING December 5, 2011**

**PROJECT: KETCHUM SIGN CODE**

**RECOMMENDATION BY PLANNING AND ZONING COMMISSION:** Following public hearing and evaluation of the draft before it, the Ketchum Planning and Zoning Commission recommended that the Ketchum City Council approve the draft sign code with the amendments discussed and decided at the January 24, 2011 public hearing and reflected by the deletion of language stricken and the addition of language underlined contained in the recommendation forwarded to the Council.

**CITY COUNCIL WORKSHOP:** The Ketchum City Council held a workshop session during its regular meeting on March 7, 2011 to receive and review the recommendation from the Commission. As a result of discussion at that session, certain changes from the Commission's recommendation were suggested and were noted as such for the Council's April 18, 2011 public hearing.

**CITY COUNCIL PUBLIC HEARINGS:** The Ketchum City Council held a duly noticed public hearing on April 18, 2011. Following receipt of public comment and deliberation, the Council instructed staff to accept certain changes from the Commission's recommendation, incorporating them into the Ordinance, and to address and make recommendations on three (3) specific sections of the Ordinance. The Council conducted the first reading of Ordinance 1087. The public hearing and Ordinance was continued to May 16, 2011 at which time certain changes were instructed and the hearing and second reading of Ordinance 1087 was continued to June 14, 2011. A vertical line in the right margin indicates changes from the prior Council draft for the June 14 hearing.

At their June 14 hearing and second reading of the Ordinance, the Council heard comments from realtors concerned about the real estate section of the code. They directed Staff to set up workshops to make sure that the realtors' input was well considered in crafting the code language. During the summer of 2011, Staff and two Councilors held a workshop with representatives of the real estate community. Their input was incorporated into a draft revision of the real estate section of the code. The realtors then had the opportunity to comment again on that draft. The current draft reflects the realtors' and the two Councilors' feedback.

In addition to changes in the real estate section, Staff is suggesting a few other modifications, based on further examination of the code and input from the Councilors.

The current modifications are noted in red text.

**NOTICE FOR THE KETCHUM CITY COUNCIL PUBLIC HEARING DECEMBER 5, 2011:**

- Published Idaho Mountain Express, November 16, 2011
- Mailed to local agencies and political subdivisions, November 16, 2011
- Posted in three places in downtown Ketchum, November 17, 2011

**ADDITIONAL NOTICE PROVIDED:**

- The draft Sign Code was posted on the Ketchum Website on November 29, 2011.

**Attachment 2  
ORDINANCE 1087  
SIGN CODE TABLE OF CONTENTS**

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**Attachment 3**  
**DRAFT: City of Ketchum Ordinance No. 1087**

An ordinance of the City of Ketchum, Idaho, amending Ketchum Municipal Code, by amending Chapter 17.64 Community Core District (CC), Section 17.64.020: Design Review Regulations and Guidelines, by amending Subsection D. Categories of Design Regulations and Guidelines adding Category 21. Signage Plans, and adding new Subsection Y. Signage Plans Item 1. Design Guidelines, a through I; by amending Chapter 17.96 Design Review District (D), Section 17.96.060, Construction Requiring Design Review Approval, to include Master Signage Plans; amending Section 17.96.080, Materials and Information, to include Master Signage Plans; by amending Section 17.96.090: Criteria and Standards, B. Evaluation Standards, by adding new Subsection 9, Master Signage Plans Design Guidelines, a through I; deleting in its entirety Chapter 17.124, Section 17.124.040, Signs, by adopting a new Chapter 17.124, Section 17.124.040, Signs, providing for enforcement and penalties; providing a savings and severability clause; providing a codification clause; providing a repealer clause; providing for publication by summary; and providing for an effective date.

**WHEREAS**, the current sign regulations need clarification to avoid confusion and facilitate fair and equitable enforcement; and

**WHEREAS**, it is a policy of the Ketchum Comprehensive Plan to strengthen the sign Section of the Zoning Code to ensure that signs are aesthetic, that the regulations are clear and enforceable, and that all new signs are appropriately designed and constructed of high quality materials; and

**WHEREAS**, updated sign standards will help improve visibility for businesses and in turn encourage downtown vitality;

**WHEREAS**, the sign regulations have been developed to:

1. Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business,
2. Enable the clear identification of places of business and residences,
3. Allow for flexibility and creativity in the communication of information necessary for the conduct of commerce,
4. Encourage signs that are designed with consideration of their surroundings, including building materials, architectural style and scale of development,
5. Protect the public health, safety and welfare of persons in the community, and
6. Reduce hazardous situations, confusion and visual clutter caused by proliferation, improper placement or illumination, and/or bulk of signs which compete for the attention of pedestrian and vehicular traffic;
7. Facilitate pedestrian-orientation of Commercial Core Zoning District, Retail Sub-District by maintaining the function of public sidewalks by reducing obstructions;

and,

8. Recognize distinction between selling real state where every sale is "off-site" and selling retail, goods and services at a fixed location and therefore allowing limited signage for specific way-finding purposes.

WHEREAS, it is in the best interest of the City of Ketchum to repeal the current sign code in order to clarify minimum standards and regulations to protect the public and improve signage and its utility; and,

WHEREAS, it is necessary to provide standards by which Master Signage Plans will be evaluated under design review regulations;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:**

**Section 1.** Chapter 17.64, Community Core District (CC), Section 17.64.020, Design Review Regulations and Guidelines, of the Ketchum Municipal Code, is hereby amended by adding thereto the underlined language herein below, to wit:

17.64.020(D) Categories of Design Regulations and Guidelines:

...

21. Signage Plans.

...

Y. Signage Plans:

1. Design Guidelines:

- a. Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the City as a reasonable, natural textured substitute.
- b. All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
- c. All materials should prevent reflective glare.
- d. Simple and easy-to-read typefaces should be used on signs. Hard-to-read and overly intricate typefaces should be avoided.
- e. Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.
- f. Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving

letters and symbols into the base of the sign.

g. Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.

h. Sign materials and colors should compliment the building façade. Basic and simple color applications are encouraged and vibrant colors should be avoided.

i. The color of letters and symbols should contrast the base or background color of the sign to maximize readability.

j. Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.

k. Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.

l. An address marker shall be provided at the main entrance to all buildings.

**Section 2.** Chapter 17.96, Design Review District (D), Section 17.96.060, Construction Requiring Design Review Approval, is hereby amended by adding thereto the underlined language herein below, to wit:

17.96.060: Construction Requiring Design Review Approval:

The commission and administrator are hereby empowered and shall review proposals for construction, alteration or placement of buildings or structures upon real property within said D design review district as outlined in subsection 17.96.100A of this chapter and master signage plans as required by Section 17.124.040, Signs, Subsections C.2 and C.3 of this Code. ...

**Section 3.** Chapter 17.96, Design Review District (D), Section 17.96.080, Materials and Information, is hereby amended by adding thereto the underlined language herein below, to wit:

17.96.080: Materials and Information:

A completed design review application form and appropriate fees, along with the required technical information and plans for the building(s) and including master signage plans, as published by the planning director, shall constitute a complete application for design review and shall be filed by the applicant with the Ketchum planning department.

**Section 4.** Chapter 17.96, Design Review District (D), Section 17.96.090, Criteria and Standards, B. Evaluation Standards, is hereby amended by adding thereto the underlined language herein below, to wit:

17.96.090(B)(9) Master Signage Plans Design Guidelines:

- a. Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the City as a reasonable, natural textured substitute.
- b. All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
- c. All materials should prevent reflective glare.
- d. Simple and easy-to-read typefaces should be used on signs. Hard-to-read and overly intricate typefaces should be avoided.
- e. Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.
- f. Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving letters and symbols into the base of the sign.
- g. Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.
- h. Sign materials and colors should compliment the building façade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
- i. The color of letters and symbols should contrast the base or background color of the sign to maximize readability.
- j. Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
- k. Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
- l. An address marker shall be provided at the main entrance to all buildings.

**Section 5.** Chapter 17.124, Section 17.124.040, Signs, of the Ketchum Municipal Code, is hereby deleted and restated in its entirety, to wit:

**17.124.040, Signs:**

**A. PURPOSE AND INTENT:**

Regulations addressing the number, location, size and placement of signs, symbols, markings, and other advertising devices are necessary and intended to maintain the attractiveness and orderliness of Ketchum, to protect the city's appearance, and to protect the public safety. As an historic mountain resort community with a significant tourist

economy, the visual quality and character inherent in and around the City is enhanced by the application of sign regulations that produce a deliberate, clean appearance while providing flexibility and creativity of design.

The sign regulations have been developed to:

1. Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business,
2. Enable the clear identification of places of business and residences,
3. Allow for flexibility and creativity in the communication of information necessary for the conduct of commerce,
4. Encourage signs that are designed with consideration of their surroundings, including building materials, architectural style and scale of development,
5. Protect the public health, safety and welfare of persons in the community, and
6. Reduce hazardous situations, confusion and visual clutter caused by proliferation, improper placement or illumination, and/or bulk of signs which compete for the attention of pedestrian and vehicular traffic.
7. Facilitate pedestrian-orientation of Commercial Core Zoning District, Retail Sub-District by maintaining the function of public sidewalks by reducing obstructions.

## **B. APPLICABILITY:**

1. **General:** Signs shall be allowed within the City according to the regulations contained this in this section. It shall be unlawful to erect or otherwise display a sign, including but not limited to symbols, markings and other advertising devices, without complying with the applicable terms and provisions of this section.
2. **Sign Permit Required:** Prior to erecting, constructing, placement, relocation, alteration, and/or modification of any permanent or temporary sign or banner, a sign permit shall be obtained from the City except as exempted in Subsection (B)4. Such application for sign permit shall be subject to standards, procedures, and other requirements of this section.
3. **Interest on the Premises:** Regardless of any provisions of this section, signs in any district shall identify or advertise only interest conducted on the premises.
4. **Permit Exemptions:** The following signs are exempt from permit requirements of this Subsection but shall conform to specifications and definitions as noted:
  - a. Signs erected by a government or public agency approved through resolution in the public right-of-way, including but not limited to posting or display of an official notice by a public agency, advertising on public transit vehicles, and public utility signs for directional, warning or information purposes;

- b. Signs and notices required by a public agency to be posted on private property according to local and state code;
- c. Any sign inside a building not visible from the exterior of the building;
- d. Signs, business names or logos affixed to the body or window of licensed, registered vehicles that are used for normal day-to-day operations of businesses, regardless of whether the businesses are located within Ketchum, except as prohibited under B.7.f of this Subsection;
- e. Merchandise displayed in windows that does not involve copy;
- f. Signs not to exceed six (6) square feet, maximum of two (2) sides for residential zoning and uses.
- g. Campaign signs located on private property pertaining to a specific election displayed not earlier than forty-five (45) days prior to the election and removed within five (5) days after the election.
- h. Holiday decorations that are noncommercial signs or other materials temporarily displayed on traditionally accepted, civic, patriotic and/or religious holidays, provided such decorations are maintained in safe conditions, do not constitute a fire hazard, and that the decorations comply with Chapter 17.132, Dark Skies, of this Code. LED lighting may be utilized.
- i. Incidental signs.
- j. Real estate signs in conformance with specifications contained in Subsection (F)5(a) and (b).
- k. Yard Sale signs, community organization sponsored and private residential, limited to posting 24 hours in advance and removed the following day.
- l. One (1) gas filled light tube (neon or facsimile) per business, provided it does not exceed four (4) square feet and it is displayed from the inside of the building.
- m. Other interior signs, visible from the exterior of the building, not to exceed four (4) square feet.

**5. Prohibited Signs:** The following signs shall be prohibited in all zoning districts:

- a. Signs located within any public street, right-of-way, or other public property, except as allowed in this chapter.
- b. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right-of-way or other public property.
- c. Any sign located so as to conflict with the clear visibility of public devices controlling public traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
- d. Roof signs, except historic signs or replicas of historic signs as allowed in this chapter.
- e. Signs with a translucent plastic or other translucent material background which are internally lit or back lit.
- f. Signs placed in or affixed to vehicles and/or trailers that are parked so as to be visible from a public right-of-way where the apparent purpose is to sell said

vehicle, advertise a product, service or activity or direct people to a business or activity.

- g. Signs emitting sound.
- h. Any inflatable object used for promotional or sign purposes.
- i. LED lighting in conjunction with signage when the source is visible, except when used with holiday decorations.
- j. Beacons.

**C. APPLICATION AND PROCEDURE FOR SIGN PERMIT:** The following shall apply to all signs proposed in all zoning districts:

**1. General Sign Permit:**

- a. Application. A completed sign permit application on a form furnished by the City and applicable fee(s) set by resolution of the Ketchum City Council together with technical information published and updated from time to time by the City shall be filed by the applicant with the City.
- b. Procedure: The City may request modifications to or additional information for any sign application for purposes of achieving compliance with the sign code regulations. The City shall approve, approve with conditions, or deny the sign permit application within 30 days of receipt of all requested information and notify the applicant in writing.

**2. Master Signage Plan for New Construction:**

- a. Application. A complete Master Signage Plan that may include a Building Identification sign shall be submitted at the time of Design Review application for any new construction for all hotels, commercial, industrial, multi-family residential and mixed use projects. A Master Signage Plan shall include but not be limited to directional, tenant, advisory, and technical information published and updated from time to time by the City and shall show how the Plan is integrated with the architecture of the building. Materials required for Design Review are more specifically listed in Sections 17.64 and 17.96.080 of this Code.
- b. Procedure: The Planning and Zoning Commission shall consider and decide on the Master Signage Plan together with the application for Design Review of the building.
- c. Individual Tenant Sign Permits Required: Following approval of a Master Signage Plan, separate sign permits shall be required for all new signs prior to installation following the application and procedure for General Sign Permit contained in (C)1.

**3. Existing Multi-Unit/Tenant and Private Institutional and other Commercial**

**Buildings:**

- a. Application. Existing multi-tenant buildings (2 or more businesses or residences) and institutional and other commercial buildings shall submit a Master Signage Plan when any tenant applies for new signage, except when new signage remains consistent with existing signage for the building.
- b. Procedure. Master Signage Plans for existing buildings shall be considered and decided administratively by the City.
- c. New Businesses in Existing Buildings. A new business in a multi-tenant building must comply with a previously approved sign plan, unless a new sign plan for all tenants is submitted and approved.

**4. Historic Sign Replicas and Preservation of Landmark Signs:**

- a. Application. Applications shall be made according to Subsection (C)1(a) above.
- b. Procedure: Applications shall be considered and decided by the Ketchum City Council utilizing the presumption that "historic" is considered to be fifty (50) years or older. However, applications for historic sign replicas and landmark signs shall be found to meet the definition contained in Subsection G.
- c. Sign Area: Sign area for historic sign replicas and land mark signs shall not count toward total signage limitations.

**D. GENERAL PROVISIONS:** The following shall apply to all signs proposed in all zoning districts:

**1. Safety:**

- a. All signs shall be structurally sound and maintained in accordance with all applicable provisions of the International Building Code edition currently adopted by the City.
- b. Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

**2. Computations:**

- a. Sign Area. Sign area shall be measured as the area contained within the smallest ~~rectangle or square~~ polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.

b. Sign Height for Freestanding and Sandwich Board/Portable Board Signs. The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

**3. Size Permitted by Use:** All uses are entitled to display signs on each street or alley frontage to which the business or residence has direct access, provided the following maximum total sign area is not exceeded:

a. For single family residences the total area of all signs shall does not exceed 6 square feet.

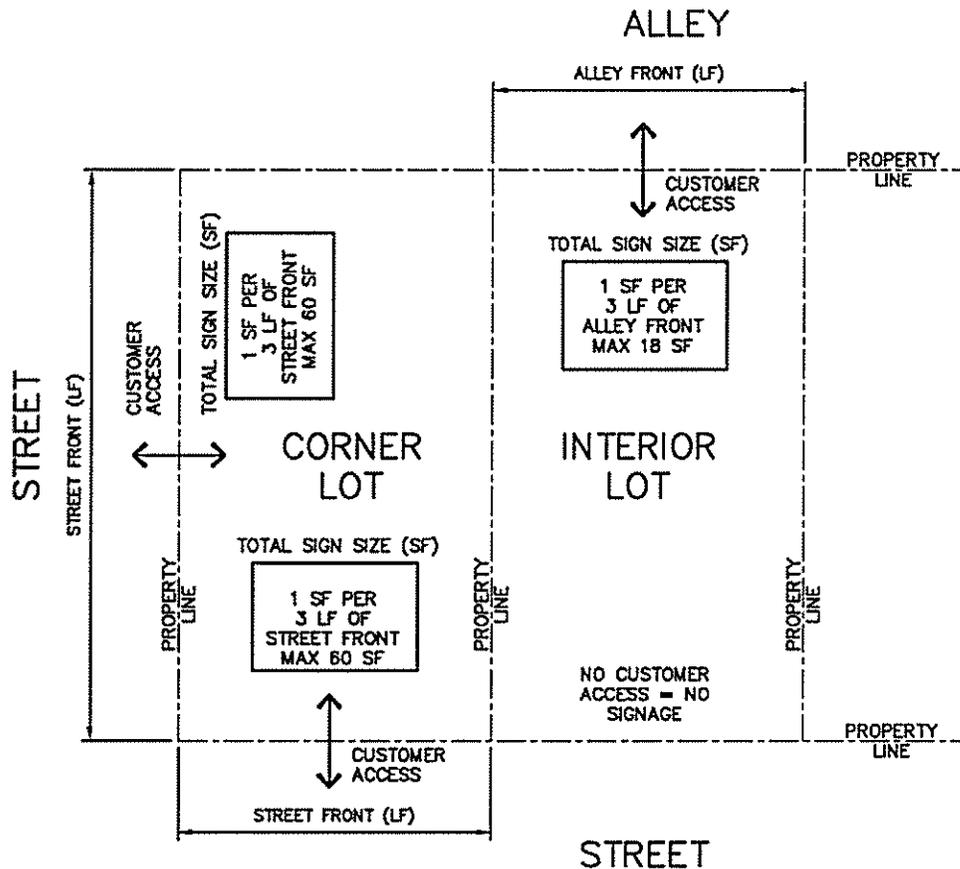
b. For multi-family subdivisions (including residential condominium and townhouse subdivisions), the total area of all signs shall not exceed 18 square feet.

c. For all other permitted commercial and mixed-uses the total combined area of all signs on each building street frontage shall be based on the buildings lineal street frontage. Each building street frontage with direct customer access is permitted one square foot of signage for every three feet of lineal street frontage, not to exceed a total of 60 square feet. Each street frontage with direct customer access is considered separately.

i. Each individual permitted commercial and mixed-use is limited to two signs that are parallel to the street frontage with direct customer access and one sign that is perpendicular to the street frontage with direct access.

ii. Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of lineal alley frontage, not to exceed eighteen (18) square feet; and each individual permitted commercial and mixed-use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

**Commercial and Mixed Use Sign Size**



4. **Sign Lighting Regulations:** The following shall apply to all signs proposed in all zoning districts:
  - a. External illumination of signs shall conform to the Dark Skies (Section 17.132 of the Ketchum Zoning Ordinance) and be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.
  - b. Internal lighting or back lighting shall be limited to letters or logos provided the sign background and other sign elements are not so lit. The amount of light generated from the lighting on letters or logos are encouraged to conform to the Dark Skies, Chapter 17.132.
  - c. Gas-filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be utilized inside the premises provided they not visible from any public right-of-way, street, surrounding property or motorists vision except as

allowed by Section (B)(4) Permit Exemptions,(1). One (1) gas filled light tube (neon or facsimile) per business. provided it does not exceed four (4) square feet. displayed on the outside of the building requires a sign permit.

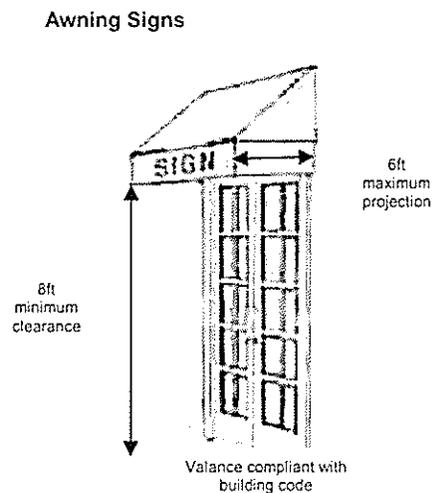
d. LED lighting may be utilized provided the light source is recessed and not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.

**5. Signs Overhanging Public Rights-of-Way:** All signs, awnings, and marquees allowed to overhang a public right-of-way shall be subject to Building Code compliance, release of City liability, maintenance, safety, removal upon demand of the City, and other conditions at the time of permit issuance and prior to installation. The sign permit shall constitute an agreement between the applicant and the City concerning the public right-of-way.

**E. PERMANENT SIGN SPECIFICATIONS BY TYPE:** The following categories of permanent signs shall comply with the applicable specifications and shall be counted toward the total permissible signage specified in Subsection D.3.

**1. Awning or Marquee Sign:** (requires sign permit)

- a. Signs are ~~only allowed~~ encouraged to be on the valance or front face of the awning.
- b. All awning signage shall be calculated into the total signage allowed per business or service.
- c. Lettering for awning and marquee signs shall not exceed a height of eight inches.
- d. The height and width of the awning or marquee copy shall be limited to 80 percent of the area of that face of the awning or marquee.
- e. Awnings on the any level of a building ma only contain signage regarding the business or service located on that level.
- f. The following techniques may be used to illuminate awning and marquee signs:



- i. External lighting for awning signs.
  - ii. External lighting or backlighting behind individually mounted letters for marquee signs. Internally illuminated box signs are prohibited on marquees.
- g. Before issuance of a sign permit for an Awning Sign that encroaches into the City right-of-way, the applicant must first enter into a Right-of-way Agreement with the City of Ketchum.

AWNING and MARQUEE SIGN SUMMARY		
Maximum Area of Copy	Maximum Letter Height	Clearance to grade
80% of area of face	8 inches or 80% of height of valance, whichever is less	8 ft min

**2. Wall Signs:** (requires sign permit)

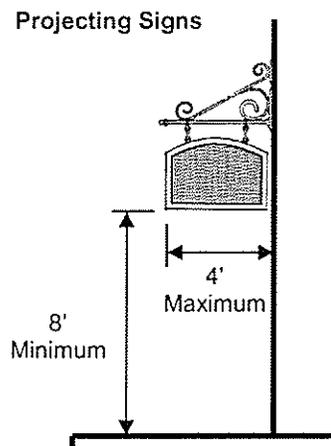
- a. Any building façade shall not have a wall sign more than forty (40) percent of the unbroken façade area.
- b. No part of the sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eave line or fascia and rake fascia of a gable, gambrel, or hipped roof. (Refer to Typical Roof Types Diagram)
- c. Wall signs may be mounted or painted on the gable wall as long as the top of the sign does not extend above any part of the fascia or above the second floor of the building. In the case a gable element is combined with a flat roof, the wall sign mounted on the gable wall may not extend above the lowest portion of the flat roof or top of the parapet wall.

**3. Window Signs:** (requires sign permit)

- a. Window signs shall not occupy more than twenty-five (25) percent of the total area of a single window surface on a window or door. A single window surface is defined as an area of glass that is separated by mullions or frames.
- b. Window signs on the second story may only contain signage regarding the business or service located on that story.
- c. Any sign located inside a building within three (3) feet of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited per Subsection (B)5(b).

**4. Projecting Signs:** (requires sign permit)

- a. Projecting signs shall not extend more than 4 feet from the building.
- b. Projecting signs that hang from the bottom of or underneath a balcony, colonnade or arcade shall not exceed a width of four feet and shall be centered within the balcony, colonnade or arcade.
- c. The lowest point of a projecting sign that hangs over a sidewalk, plaza, or pedestrian walkway shall be at least eight (8) feet above the grade of the sidewalk, plaza, or pedestrian walkway for all new buildings. Existing buildings where



eight (8) feet above the grade of the sidewalk is not possible, seven (7) feet may be approved by the City.

- d. On multi story buildings, the top of a projecting signs shall be located below the windows on the second floor of the building.
- e. Only one projecting sign shall be allowed per storefront entrance.
- f. The maximum profile, or thickness ~~edge width~~, of a projecting sign shall be 6 inches.
- g. No part of the sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eave line or fascia and rake fascia of a gable, gambrel, or hipped roof.
- h. Sign copy may change without additional permitting provided the dimensions remain the same as originally applied for and permitted; and shall not be considered a temporary sign or a "changeable copy sign".
- i. Before issuance of a sign permit for a Projecting Sign that encroaches into the City right-of-way, the applicant must first enter into a Right-of-way Agreement with the City of Ketchum.

PROJECTING SIGN SUMMARY			
Maximum Area	Maximum Height	Clearance Min	Projection Max
Determined by height, clearance and projection parameters Max Projecting Length - 4 ft Max profile, or thickness - 6 inches	The top of projecting signs shall be located below the windows on the second floor of the building	8 ft	4 ft

**5. Directory Sign:** (requires sign permit)

- a. The total sign area for each directory sign shall not exceed ten (10) square feet, unless approved as part of design review permit for the building.
- b. One directory sign per shared or lobby entrance is permitted.
- c. One directory sign per exterior access to upper floors is permitted when there is no lobby or interior shared entrance.

**6. Freestanding Signs:** (requires sign permit)

- a. Freestanding signs of the dimensions allowed in this Subsection may be located within the front or side yard of a property. ~~near driveway and pedestrian entrances. However, freestanding signs shall be setback a minimum of five (5) feet from the property line, measured from the property line to the nearest point of the sign or sign post, whichever is closest to the property line. No part of the sign may extend into the minimum five-foot setback.~~ A 25 foot clear zone shall be maintained between any portion of the sign and any street corner, street

intersection, curb-cut or driveway. The 25 ft clear zone shall be measured to the nearest edge of the driving surface of the street corner, street intersection, curb-cut or driveway.

~~b. Freestanding signs are allowed on any property where the building, or a portion of the building, is setback more than 10 feet from the property line.~~

b. Freestanding signs that meet the dimensions allowed in Projecting Signs, Subsection E.4, may project over the public right-of-way provided the maximum encroachment is twelve (12) square feet on each of 2 sides.

c. The maximum total sign area for all freestanding and monument signs on any one lot shall not exceed one-half square foot of sign area for each lineal front footage of the principal building, existing or under construction with an approved and valid building permit, but not to exceed ~~forty (40)~~ twenty (20) square feet on ~~all faces each side and shall be included in total sign area allowed.~~

d. Maximum height shall be twelve (12) feet measured from normal grade to highest attached component of the sign; except for single family residential uses, maximum height shall be five (5) feet.

e. Maximum width shall be six (6) feet.

f. Either one (1) freestanding or one (1) monument sign is permitted per building street frontage.

g. If the freestanding sign serves multiple tenants, then the name of the building or the development and the major tenants within the building or development may be provided on the sign.

h. The area surrounding a freestanding or monument sign shall be landscaped.

FREESTANDING SIGN SUMMARY			
Area Max	Height Max	Setback	Location
½ sq ft sign area per 1 ft lineal front footage of principal building max of 40 sq ft all faces (freestanding and monument total)	12 ft - commercial uses 5 ft – single residential uses	<del>Building—min 10 ft</del> Sign—5 ft	Clear zone of 25 ft within both sides of a street corner

## 7. Monument Signs: (requires sign permit)

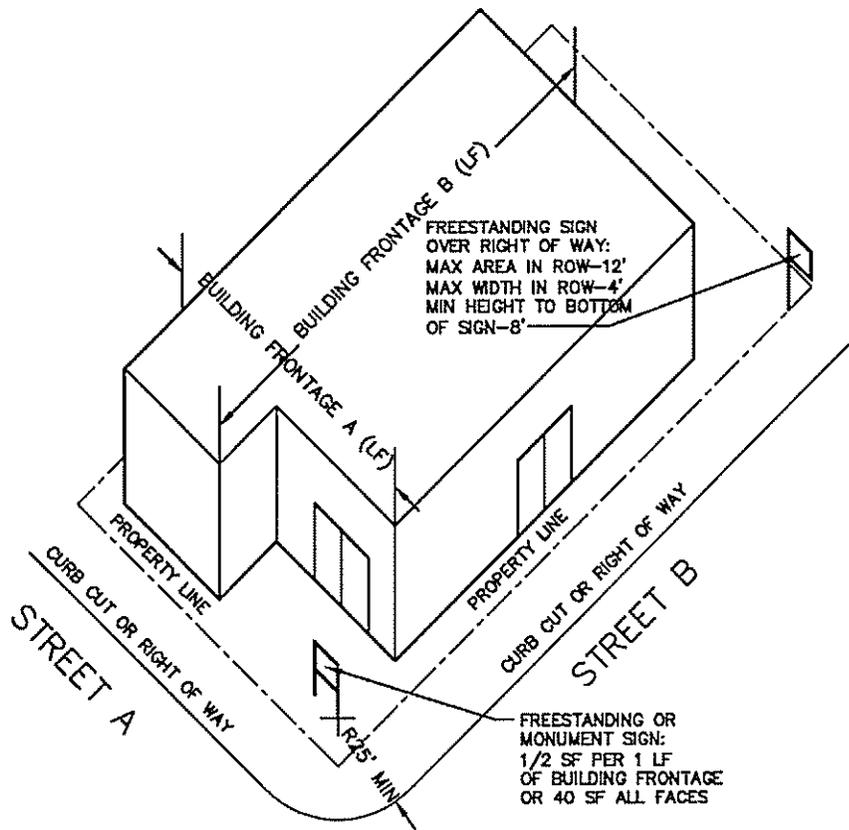
a. Monument signs may be located within the front or side yard of a property near driveway and pedestrian entrances. ~~However, monument signs shall be setback a minimum of five (5) feet from the property line, measured from the property line to the nearest point of the sign or sign post, whichever is closest to the property line. No part of the sign may extend into the minimum five foot setback.~~ A 25 foot clear zone shall be maintained between any portion of the sign and any street corner, street intersection, curb-cut or driveway. The 25 ft clear zone shall be measured to the nearest edge of the driving surface of the street corner, street intersection, curb-cut or driveway.

~~b. Monument signs are allowed on any property where the building, or a portion of~~

the building, is setback more than 10 feet from the property line.

- b. The maximum total sign area for all freestanding and monument signs on any one lot shall not exceed one-half square foot of sign area for each lineal front footage of the principal building, existing or under construction with an approved and valid building permit, but not to ~~forty (40)~~ twenty (20) square feet on ~~all faces~~ each side and shall be included in total sign area allowed.
- c. Maximum height shall be eight (8) feet including the base measured from finished grade to the highest portion of the monument; except for single family residential uses, maximum height shall be five (5) feet.
- d. Maximum width shall be six (6) feet.
- e. Either one (1) freestanding or one (1) monument sign is permitted per building street frontage.

### Freestanding and Monument Signs



- f. If the monument sign serves multiple tenants, then the name of the building or the development and the major tenants within the building or development may be provided on the sign.
- g. Monument signs shall have a character and style that is consistent with the building.
- h. The area surrounding a monument sign shall be landscaped.

MONUMENT SIGN SUMMARY			
Area Max	Height Max	Setback	Location
½ sq ft sign area per 1 ft lineal front footage of principal building max of 40 sq ft all faces (freestanding and monument total)	8 ft - commercial uses 5 ft – single residential uses	<del>Building—min 10 ft</del> Sign—5 ft	Clear zone of 25 ft within both sides of a street corner

**F. TEMPORARY SIGN SPECIFICATIONS BY TYPE:** The following categories of temporary signs shall comply with the applicable specifications and shall not be counted toward the total permissible signage specified in Subsection D.3, except as required below.

**1. Sandwich Board and Portable Board Signs:** (requires sign permit)

- a. One (1) sign per business with maximum six (6) square feet signable area per side, and limited to two sides.
- b. Maximum two (2) feet in width by three (3) feet in height measured from grade and excluding feet that shall not exceed twelve (12) inches.
- c. Area shall not be included in total signage allowed per use.
- d. ~~Located on private property.~~ May be located within the public right-of-way, outside of paved roadways.
- e. Placement allows for a minimum 5 foot free and clear zone where setback area is required for pedestrian travel.
- f. ~~Prohibited in Sub-District A, Retail Core, as shown in Section 17.64.010, CC Commercial Core, (K) Sub-Districts, on Figure 3.~~ May be made of wood or metal. No vinyl signs with wire frames allowed.
- g. Must be maintained to the standards of a permanent sign.
- h. Signs must be removed outside of business hours.
- i. Must be located within the frontage of the subject property and proximate to the entrance to the business or the building, if businesses are accessed from within the building.
- j. The Department of Community and Economic Development will develop a methodology for indicating which signs have permit approval.

SANDWICH BOARD & PORTABLE BOARD SIGN SUMMARY			
Maximum Area	Maximum Height	Setback	Location
6 sf per side, 2 sides max	3 ft including feet	none	-on private property or ROW, outside paved roads -5 ft free/clear where needed for pedestrian travel Within frontage of subject property and proximate to entrance

**2. Temporary Signs and Banner Signs: (def for each) (requires sign permit)**

Temporary signs and banner signs:

- a. Shall not be counted toward the total size of permissible signage specified in Subsection D.3.
- b. Maximum thirty (30) square feet. No more than two temporary signs or banners shall be allowed per business at any one time.
- c. Maximum height shall be the second story of the building the sign is displayed on.
- d. Minimum clearance of eight (8) feet to the bottom of the sign from finished grade.
- e. Displayed on private property for a maximum of forty-five (45) days in a calendar year, maximum of fourteen (14) consecutive days at one time, and no more than four (4) times in a calendar year.
- f. Located on private property and shall not encroach into any public right-of-way.

TEMPORARY SIGNS & BANNERS SUMMARY				
Area Max	Height Max	Clearance Min	Duration	Location
30 sq ft	Second story	8 ft	Maximum 30 days total, maximum 2 consecutive weeks, maximum 4 x per year	Private property

- g. For single-season businesses, one (1) temporary sign or banner sign shall be allowed in addition to signage allowed for the building in which it is located, provided it does not exceed eighteen (18) square feet, is located on private property, and is displayed only during the season of operation.

**3. Temporary Signs and Banner Signs (def for each) Within or Across Public Rights-of-Way.** (requires sign permit) Signs and banners within or across public rights-of-way not permanently mounted and intended to be displayed for a limited amount of time to advertise an event, shall comply with the following specifications and application permit requirements and technical information published by the Office of the City Clerk:

- a. Advertising a special civic event recognized as important to the City in general.
- b. First come, first served, however City has discretion to decide in best interests of city which banner(s) are to be given priority when multiple applications are made for same time period.
- c. Additional fee to cover installation and removal by City personnel.
- d. Size and other specifications shall conform to specifications issued and as may be modified from time to time by the City.
- e. Approval by City Clerk's office.

**4. Construction Site Sign: (requires sign permit)**

- a. Limited to one (1) freestanding or wall sign along one street frontage located on private property.
- b. Maximum total sign area shall not exceed one-third (1/3) square foot of sign area for each lineal foot of the street frontage of the lot(s) or the shorter street frontage on corner lots or a maximum of ~~forty (40)~~ thirty-two (32) square feet, whichever is less.
- c. ~~Not illuminated.~~ May be illuminated per requirements of (D) 4. Sign Lighting Regulations, provided all wiring and conduit is installed in a permanent, non-visible fashion.
- d. Graphic design may be painted on construction barricade (in addition to construction sign area) provided it does not identify or advertise a person, product, service or business.
- e. Display no sooner than receipt of a valid building permit for the project, unless it is the same sign as the Development Opportunity Sign. (See (F) 5. (c) Real Estate Development Opportunity Signs below.)
- f. Removed either upon issuance of certificate of occupancy, or on such date the building permit is no longer valid, except if it continues to serve as a Real Estate for sale sign. In this case, it would take the place of the Real Estate for sale sign below and would be subject to (F) 4. (a) – (e) above.
- g. Resale units will be allowed to have a standard Real Estate Sales Sign [(F) 5. below) in or on their unit.

**5. Real Estate Signs:**

- a. Real Estate for sale, rent, ~~or~~ lease and or sold signs: (exempt)
  - 1. Limited to one (1) unlit sign per unit; building; and parcel of land for sale, rent or lease.
  - 2. Does not exceed ~~twelve (12)~~ eight (8) square feet total, allowing ~~six (6)~~ a maximum square feet on each of two (2) sides, with each side not to exceed four (4) square feet of signage, maximum in any residential or recreational zoning district [Limited Residential (LR), Limited Residential-1 Acre (LR-1), Limited Residential-2 Acre (LR-2), General Residential-Low Density (GR-L), General Residential-High Density (GR-H), Mobile

Home (MH), Short Term Occupancy-.4 Acre (STO-.4), Short Term Occupancy-1 Acre (STO-1), Short Term Occupancy-2 Acre (STO-2), Recreation Use (RU) and Agricultural and Forestry (AF)].

3. and Does not exceed twenty (20) square feet total, allowing ten (10) square feet on each of two (2) sides maximum, in any commercial, industrial or mixed use district [Tourist (T), Tourist-3000 (T-3000), Tourist-4000 (T-4000), Community Core (CC), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), and Light Industrial-3 (LI-3)] or land subdivision for sale. For multi-unit projects, resale of individual units must follow the regulations of (2) above.
  4. Removed within 10 days of sale, rent or lease.
- b. Real Estate open house sign: (exempt)
1. Limited to one (1) unlit sign per site per event per street frontage on-site.
  2. May be sandwich or portable board type in compliance with specifications in (F)1.a., b. c. and e. or temporary banner type in compliance with specifications in (F)2.a., b., c., and e.

***PZ Recommended:***

3. Display limited to the day of the open house and shall be removed at the closure of the open house on or before midnight.
4. Way-finding off-premises signs in the form of a sandwich board or portable board are permitted in all zoning districts, except in Sub-District A, Retail Core of the CC Commercial Core Zoning District, provided display shall be limited to the day of the open house and shall be removed at the closure of the open house.

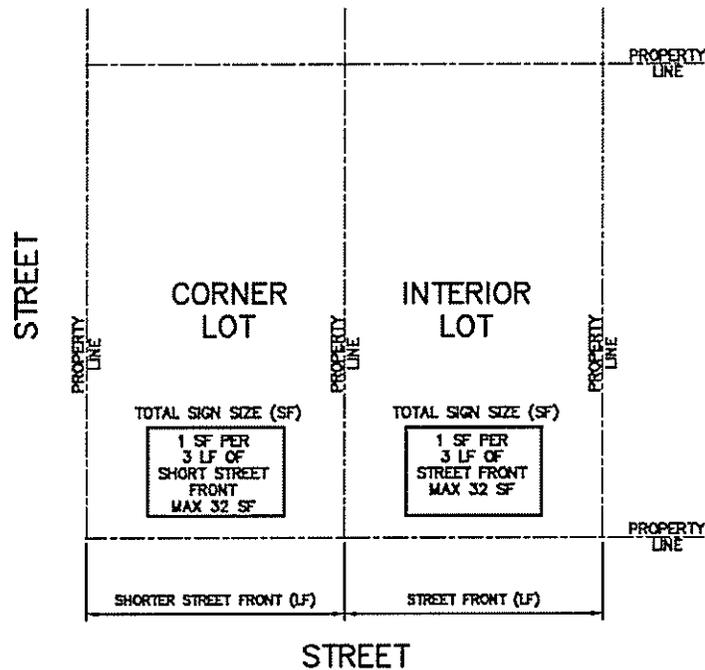
***JUNE 14, 2011 Staff Recommendation:***

3. Display of all associated signage, limited to weekends, holidays, and one (1) business day per week, shall commence no more than one (1) hour before opening and shall be removed no later than one (1) hour after closing.
4. Two (2) vehicular directional, off-premises, way-finding signs per open house in the form of sandwich or portable board pursuant to Subsection F.1 are permitted in all zoning districts, except in Sub-district A, Retail Core of the CC Community Core Zoning District, and may be located within public rights-of-way provided they are not located on pavement or within any improved pedestrian or bicycle way.

*Current Staff Recommendation:*

3. Display limited to the day that the open house is staffed. Open house events must be of limited duration and shall not operate continuously.
  4. Way-finding off-premises signs, pointing in the direction of an open house, in the form of a sandwich board or portable board are permitted, but limited to one (1) per direction per intersection. If a directional open house sign is already placed at an intersection, any other realtors with open houses in that direction shall rely on the first sign in place to provide direction to their open house.
- c. Real Estate Development Opportunity Sign (requires sign permit):
1. Limited to one (1) freestanding or wall sign along one street frontage located on private property.
  2. Maximum total sign area shall not exceed one-third (1/3) square foot of sign area for each lineal foot of the street frontage of the lot(s) or the shorter street frontage on corner lots or a maximum of ~~forty (40)~~ thirty-two (32) square feet, whichever is less.
  3. ~~Not illuminated.~~ May be illuminated per requirements of (D) 4. Sign Lighting Regulations, provided all wiring and conduit is installed in a permanent, non-visible fashion.
  4. Displayed not more than two (2) consecutive years, or as otherwise specified in approved permit and may be renewed upon application to the City.
  5. Removed upon issuance of a valid building permit, except if it continues to serve as a Construction Site Sign. In this case, it would take the place of the Construction Site Sign above and would be subject to (F) 4. Construction Signs (a) – (e) above.

## Construction and Real Estate Development Opportunity Signs



d. On-Site Sales Office (requires sign permit):

1. For single building or development where an on-site sales office exists, open house, auction, and similar "announcement" signage may be allowed provided the size complies with regulations contained herein, including but not limited to area of permanent signage permitted for the total building or development, and any size limitations of temporary signs.
2. Duration of event is limited to one (1) month (consecutive weeks) plus one (1) two (2) week extension provided all conditions of the permit have been met and City administrative approval is obtained. Two nonconsecutive applications shall be permitted per calendar year. Event signage: For large scale open house or auction events, "announcement" signage is subject to the regulations of Section 2. Temporary Signs and Banners.

## **G. DEFINITIONS:**

As used in this Section, the following words shall be interpreted and defined in accordance with the definitions contained in Chapter 17.08, and in accordance with the following (also see illustrations):

"Animated or moving sign" means any sign or part of a sign that changes physical position in any way, or which gives the visual impression of movement or rotation. *Prohibited, See Subsection (B)5(b)*

"Area of sign/sign area" means writing, representation, emblem or other graphic display, mounted or painted on a distinct background, but not including the supporting structure. *See Subsection (D)2(a)*

"Awning" means a roof-like structure constructed of canvas, vinyl or similar material placed over a frame so as to extend outward from a building providing a protective covering for doors, windows and other openings.  
*See Subsection (E)1*

"Awning or Marquee Sign" means a horizontally oriented sign that is printed on an awning or mounted on a marquee. *See Subsection (E)1*

"Banner sign" means a flexible sign of light weight fabric affixed with wires or ropes to or between buildings or walkways on private property and contain copy advertising a business or business activity. *See Subsections (F)2 and (F)3*

"Beacon" means any light with one or more beams directed at the sky or at points not on the same lot as the source and also any light with one or more beams that move.  
*Prohibited, See Subsection (B)5(k)*

"Building Identification" means a sign that identifies the name of the building only. If the name of any occupant of the building is the same as the building name, the size is included in the total for that business. Building Identifications signs are limited to one (1) sign per building. *See Subsection (C)2*

"Campaign sign" means a temporary political sign announcing a political candidate seeking public office, political parties, or political and public issues including but not limited to public bond and levy elections. *Exempt from sign permit, see Subsection (B)4(g)*

"Changeable copy sign" means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged manually or automatically, without altering the face or the surface of the sign. A sign which changes more than eight

times per day shall be considered an animated sign and not a changeable copy sign for the purposes of this ordinance. *Not addressed as a separate category from general signs code except under Subsection (E)4(h) Projecting Signs where copy can change but are not considered "changeable cope" signs; and (G) non-conforming.*

"Construction site sign" means a sign identifying individuals or companies involved in designing, construction, financing or developing a site. Construction signs may include but not be limited to owners, developers, architects, construction managers, contractors and subcontractors. *See Subsection (F)4*

"Copy" means any graphic, letter, numeral, symbol, insignia, text, sample, model, device, or combination thereof which is intended to advertise, identify, or notify. *See Subsection (D)2*

"Directional sign" means a sign giving directions, instructions or facility information and which may contain the name or logo of an establishment, but no advertising copy, e.g. parking, no parking, or exit and entrance signs. Directional signage shall not be counted toward total signage limitations in Section (D)3. *Subsection (C)3 is intended to allow directional signage for private developments. Directional signage is addressed for "public agencies" in exemptions (B)4(a). Schools, hospitals, emergency care facilities, etc. are not always public and hotels/hotel complexes/condo complexes, etc., will also require directional signage. Term is used the definition of Master Signage Plan.*

"Directory sign" means a relatively small sign that is attached flat against the façade at eye level and is oriented toward pedestrians. Directory signs include text limited to the names and/or addresses of the tenants in buildings with multiple tenants that do not each have a storefront and are accessed through a shared entrance or lobby. Directory signs may be located on the main level of buildings where the primary access to upper floors is by exterior stairways or elevators. Directory signs may also be referred to as Registry signs. *See Subsection (E)5.*

"Face of sign" means the area or display surface of a sign on which copy and/or graphics and background is placed. *See Subsections (D)2, (E)1, (E)6, and (E)7.*

"Fascia and rake fascia" means the horizontal member or surface at the edge of a projecting or sloping roof. *See Subsections (E)2 and (E)4*

"Flashing sign" means any directly or indirectly illuminated sign that exhibits changing light or color effects by any means whatsoever. *Prohibited, see Subsection (B)5(b)*

“Free and Clear Zone” means a portion of a sidewalk that is unobstructed and allows for the free flow of pedestrian traffic. *See Subsection (F)1(e)*

"Freestanding sign" means a sign affixed to a supporting structure that is independent from any building or other structure and may be visible on a maximum of two sides. Freestanding signs are oriented toward pedestrians and vehicles. *See Subsections (D)2b, (E)6, (E)7, (F)4 and (F)5*

"Gable sign" means a projecting or wall sign mounted to the gable wall of a building. *"Gable" is used in Subsections (E)2 and (E)4*

"Government or public agency sign" means a sign erected and maintained by the city, county, state or federal government, or required by law, ordinance or other governmental regulation. *Exempt from sign permit, see Subsection (B)4(a)*

"Holiday decoration sign" means a temporary sign, in the nature of decorations, clearly incidental to and customarily and commonly associated with any holiday. *Exempt from sign permit, see Subsection (B)4(h)*

“Historic sign and/or landmark sign” mean any sign that currently exists or previously existed within the City of Ketchum that the Ketchum City Council has identified as being of significance to the history, culture, or appearance of Ketchum. *See Subsection (B) (Roof signs prohibited except historic) and (C)4.*

“Incidental sign” means a sign generally informational, that has a purpose secondary to the use of the lot on which it is located, such as ‘no parking’, ‘entrance’, ‘loading only’, ‘telephone’ and other similar directives. No sign with a commercial message legible from a position off of a lot on the sign is located shall be considered incidental. *Exempt from sign permit, see Subsection (B)4(i)*

"Internally lit/back lit sign" means a sign wholly or partially lighted by a source that is inside of or behind a sign face made of translucent material. *Prohibited, See Subsection (B)5(e)*

"Master Signage Plan" means a comprehensive signage plan for multi-tenant commercial and industrial, multi-unit residential, and mixed use developments that may include but is not limited to directional, way-finding within the development, building identification, and business or tenant identification signage. *See Subsection (C)2 and (C)3*

“Monument Sign” means a freestanding sign of eight (8) feet or less in height on an ornamental base identifying a subdivision or development which has multiple suites, offices, tenants, lots or units. Monument signs are oriented towards

pedestrians and vehicles. *See Subsection (E)6 and (E)7*

"Nonconforming sign" means any sign in existence on the effective date of this Ordinance for which there is a legal permit, but that does not conform to the requirements of this Ordinance. *See Subsection (G)*

"Parapet" means an extension of a vertical building wall above the line of the structural roof. *See Subsections (E)2 and (E)4*

"Permanent sign" means a sign that is permanently mounted or affixed to the ground or a building and intended to be displayed for an unlimited amount of time. *See Subsections (B)2 and (E)*

"Projecting sign" means a maximum double-sided sign that projects more than six inches perpendicular to a building façade or wall and hangs from a mounted wall brace or is suspended from, and located entirely under a covered porch, covered walkway, awning, balcony, arcade or colonnade. A projecting sign may also be referred to as a blade sign. Projecting signs are primarily oriented toward pedestrians. Projecting signs that hang from a post located in front of and detached from a building are considered freestanding signs. *See Subsection (E)4 and def of "Gable sign"*

"Real estate sign" means any sign advertising:

- (1) property, buildings, or portions of buildings for sale, lease, or rent;
- (2) "open houses" or other special events presenting properties for sale, lease, or rent on-site intermittently and not on consecutive days. "Open houses" at which sales personnel are on-site for thirty (30) continuous days or more shall be considered real estate offices and conform to the applicable zoning district requirements; and,
- (3) development opportunity for which design review, building and/or other requisite permit(s) have not been obtained. *Types (1) and (2) above are Exempt from sign permit under Subsection (B)4(j) and addressed in Subsections (F)5(a), (b), and (c)*

"Roof sign" means a sign affixed on, above or over the roof of a building so that it projects above the roofline. The lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eave line or fascia of a gable, gambrel, or hipped roof shall be considered the roofline. Where a parapet wall is combined with a mansard roof, the roofline shall be the top of the parapet. *Prohibited, see Subsection (B)5(d) except if historic/landmark*

"Sandwich Board and Portable Board Sign" means signs that are designed to be transported and are not permanently affixed to a building, structure, or the ground.

*See Subsections (D)2, (F)1, and (F)5(b) real estate open house way-finding exempt from sign permit*

"Sign" means any object, device, display or structure, or part thereof using graphics, symbols and/or written copy which is used to advertise, identify or attract attention to an object, person, institution, organization, business, product, service, event or location. The definition of sign shall also include the sign structures, support, lighting system, and any attachments, ornaments or other features used to draw the attention of others. *See Subsection (B)2 in requiring a permit and used throughout code.*

"Temporary sign" means a sign that is not permanently mounted or affixed to the ground or a building and intended to be displayed for a limited amount of time and does not include sandwich board or portable board signs. Sign copy changes on a "projecting sign" shall not be considered temporary provided they comply with Subsection (F)4. *See Subsections (B)2 in requiring a permit; see Subsection (F) Specifications for temporary signs*

"Unbroken façade" means a continuous portion of a wall of a building, located above or beside a window or door and unbroken by doors, windows, or other architectural features, and measured either vertically or horizontally, whichever is less. *See Subsection (E)2*

"Wall sign" means a sign mounted parallel to, but within six inches of, a wall, or painted on the surface of a wall of a building or structure. A sign on a mansard roof shall be considered a wall sign. Wall signs are oriented toward both pedestrians and vehicles. *See Subsections (E)2, (F)4(a), and (F)5(c)*

"Way-finding sign" means a sign that is part of an overall plan for public convenience and information including but not limited to directions to recognized neighborhoods, recreation and other facilities, public buildings, entertainment venues. *See Subsection (F)5(b) and used in definition of Master Signage Plan.*

"Window sign" means a sign that is applied or attached to the exterior or interior of a window or otherwise displayed for the purpose of being visible through a window from the exterior of a building. All lettering or graphics that cover more than ten (10) percent of the total transparent window and are more than four (4) inches in height or width are considered a window sign. Window signs are primarily oriented toward pedestrians. *See Subsection (E)3*

"Yard Sale sign" means a sign advertising a single private sale generally at a residence or sponsored by a community organization. *Exempt from sign permit, see Subsection (B)4(k)*

## H. EXISTING CONFORMING, NONCONFORMING, ILLEGAL AND ALLOWABLE SIGNS

**1. Existing Conforming Signs:** Existing conforming signs with a valid sign permit on file with the City of Ketchum may be replaced in its exact form (same graphics, symbols or copy, color, material, size, etc) or relocated, as is, by amending the existing sign permit, without paying an additional application fee and shall not be subject to the provisions of this section.

**2. Legally Nonconforming Signs:** Any sign conforming to the prior sign regulations which is not in conformance with this Section:

- a. may not be replaced, except with an approved permit for new conforming sign;
- b. may not be changed in text or logo (except changeable copy signs);
- c. may not be expanded, moved or relocated; and,
- d. shall be removed if there is a change in occupancy or business license on the premises.

**3. Illegal Signs:** Any sign that did not comply with sign regulations in existence at the time the sign was erected is an illegal sign and shall be removed on or before January 1, 2013.

**4. Allowable Sign Types:** Sign types not specifically allowable as set forth within this Section are prohibited.

## I. VIOLATIONS AND ENFORCEMENT

**1. Violations.** A violation of this Ordinance shall be a misdemeanor punishable by a fine of not more than ~~One Thousand Dollars (\$1000.00)~~ Three Hundred (\$300), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each day the violation is not satisfied shall be considered a separate offense.

Temporary signs may be confiscated by the City, if they are not in compliance with this code. The owner of the sign may retrieve the sign from the Planning and Zoning Division with payment of a fine of \$30 for the first offense and \$60 for each subsequent offense.

**2. Responsibility for good repair.** It shall be the responsibly of the business and/or property owner to keep signs in a good state of repair at all times. Nonconforming signs may be repaired and maintained provided the repairs are for the sole purpose of maintaining the sign to its original condition and does not increase the degree of nonconformity.

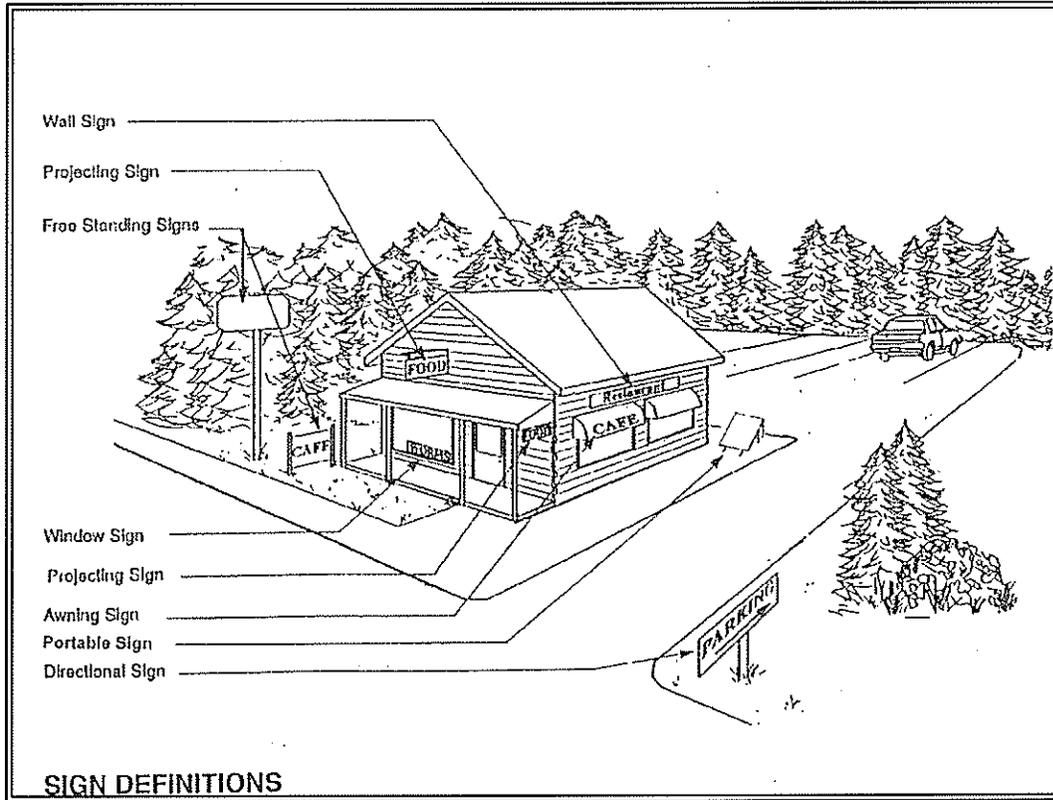
**3. Unsafe signs.** Any sign which has been determined to be unsafe by the Building Official and/or the Planning and Zoning Department or which has been constructed, erected or maintained in violation of this Section, must be repaired, made safe, made in conformance with this Ordinance, or removed within ten (10) working days after receipt of certified notice from the City. Failure to respond to remedy the violation is unlawful and the business and/or property owner will be guilty of a misdemeanor. The City reserves the right to remove and seize any sign should it not be in conformance with this Ordinance after the final certified notice date.

**4. Interpretation.** The Planning and Zoning Commission has the authority and duty to interpret the provisions of this Section at the request of the Planning Director or when a written appeal from a decision of the Planning Director is filed.

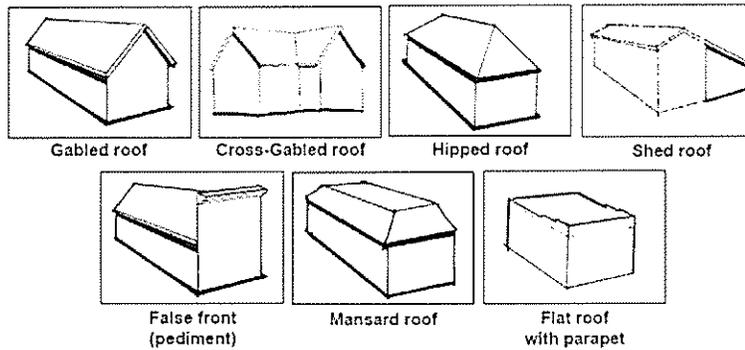
## **J. APPEALS**

Applicants may appeal the Department's decision within 15 days of the date of said decision. The appeal shall be directed to the next regular meeting of the Planning and Zoning Commission at which agenda time is available and notice requirements can be met (see also appeals process in Ketchum Municipal Code Chapter 17.144, Appeals).

# Illustrations



## Typical Roof Types



**Section 6.** 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 7.** CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

**Section 8.** REPEALER CLAUSE. All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed,

**Section 9.** PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A," shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 10.** EFFECTIVE DATE. This Ordinance shall be in full force and effect upon the date of its publication as provided by law which is \_\_\_\_\_, 2011.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF KETCHUM, IDAHO

\_\_\_\_\_  
Randy Hall, Mayor

ATTEST:  
  
\_\_\_\_\_

Sandra E. Cady, CMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Stephanie J. Bonney,  
Legal Counsel

## Attachment 4

### PZ Recommendation:

#### SUMMARY: DURATION, SIZE, PERMIT REQUIRED BY SIGN TYPE

Permanent Signs by Type (E)	Duration	Size (additional specs in particular section) Size by use (Section D.3.) = Single family - max. 6 sf Multi-family - max. 18 sf Commercial/Mixed uses - dependent upon lineal street frontage w/ access - max. 60 sf	Permit Required
(E)1. Awning/Marquee	Unlimited	8" letters or max. 80% of height of valance whichever is less; max. 80% of area	Yes
(E)2. Wall	Unlimited	40% of unbroken façade	Yes
(E)3. Window	Unlimited	When exceed 10% of transparent window & more than 4"x4"; max. 25% of window surface	Yes
(E)4. Projecting	Unlimited	Max. projecting length 4' Max. edge width 6"	Yes
(E)5. Directory	Unlimited	10 sf, unless approved otherwise via Design Review	yes
(E)6. Free-standing	Unlimited	1/2 sf per lineal front foot of principal building, max 40 sf all faces (total for free-standing and monument); max width 6'	Yes
(E)7. Monument	Unlimited	1/2 sf per lineal front foot of principal building, max 40 sf all faces (total for free-standing and monument); max width 6'	Yes
Building Identification	Unlimited	No spec in this draft	Yes via Des. Rev.
<b>Temporary Signs by Type (F)</b>			
(F)1. Portable Board/Sandwich Board	Non specified	<b>Not included in max signage in D.3., except as required</b> 6 sf per side; 2' wide x 3' high (including feet)	Yes
(F)2. Signs/banners on private property	30 total; Max. 14 consecutive days; max. 4 x per year	Included in max. signage permissible; max. 30 sf	Yes
(F)3. Signs/banners on/over public rights-of-way	2 weeks prior to event	Size per city specifications - Clerk's office	Yes; Clerk's office
(F)4. Construction site sign	During valid building permit thru C of O	48-sf- <u>1/3 sf/lineal ft shorter street frontage</u>	Yes
(F)5. Real Estate: (a) For sale....	Offering-10 days after	8 <u>12</u> sf res; 20 sf comm./industrial/mixed	No
(b) Open house	Day of event only 2 yrs	Sandwich/portable size; or banner on pvt prop; way-finding ok except CC Retail Sub-area	No
(c) Dev. Opportunity	2 yrs, renewable; removed @ iss. of BP	Max 48-sf- <u>1/3 sf/lineal ft shorter street frontage</u>	Yes

## Attachment 5

## Rebecca Bundy

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**From:** robert crosby <sbrgad1@cox.net>  
**Sent:** Monday, November 07, 2011 1:40 PM  
**To:** Rebecca Bundy; Lisa Horowitz; Curtis Kemp; 'Jack Bariteau'; jed@svassociates.com; jim@svassociates.com  
**Cc:** Baird Gourlay  
**Subject:** RE: Real Estate Sign Code Draft - SVBR Comments

**Importance:** High

Hi Rebecca:

Thanks to you and the other staff members who worked on the signage ordinance language. Generally speaking it looks good to us, however there are five points listed below where we think that clarifications or alterations are needed. We also wanted to advise you that our Board approved a series of fines for sign regulation violations so that we are ready to police our own members once the new ordinance is enacted. The fines start at \$25 for the first violation and then increase to \$50, \$100 and \$500 per violation. In some cases we have proposed language below that is more stringent than in the draft you provided (ex. "staffed" open houses) in order to ensure that the needs articulated by the City in our earlier meetings will be met.

If the planning team, Curtis and Baird agree with these thoughts and are prepared to recommend them as part of your presentation of the ordinance to the full Council, then perhaps we don't need to meet prior to the full Council meeting in December?

### **Section 4. Construction Site Sign, subsection f.:**

The last sentence beginning with "In this case..." should be deleted for this reason:

1. During the selling period for a multi-unit project it is quite possible that the original developer that created the Construction Site Sign that is subsequently to be used as the Real Estate for sale sign as provided for in the subject subsection f. will still be marketing units for sale when there are other resale units available from owners of units in the same project (600 Second Street East is a prime example of this). Since these sellers (the original developer and the resale owner) are in direct competition with each other the resale owner also requires the ability to advertize that its unit is for sale separately (and very probably under a different pricing structure) from the developer's remaining units and with different contact information to enquire about that unit.

### **Section 5. Real Estate Signs, subsection a.1.:**

In the first sentence the word "and" should be replaced with "or", and the following sentence should be added to this subsection, "Where a single unit, building or parcel of land for sale, rent or lease is situated on a corner, one (1) unlit sign may be placed facing each street frontage."

1. The first suggestion is simply to ensure that there is no future confusion, in the case of multi-unit buildings, that a separate for sale or for lease sign can be used for each unit in the building that is available. The additional sentence is to ensure that available property with multiple street frontages can show its availability to users of the streets it faces; if a property is large enough to have multiple frontages, it is quite conceivable that potential users of it would be in the practice of travelling on only one of those streets and therefore be unaware of its availability if signage is limited to only one frontage.

### **Section 5. Real Estate Signs, subsection b.3.:**

1. While there are very few remaining in town, we assume that any existing development opportunity / construction site / for sale signs that meet current code will be grandfathered in?
2. Given that we do not know the proposed cost for a sign permit, would the City consider making renewal of such permits, where no changes will occur on the face of the sign, cost free? With regard to development opportunities, the presently contemplated two year effective term of the permit would generally not be enough time to sell such a property, especially if it is sufficiently large to require significant pre-application work as a condition of sale.

Thank you in advance for considering our suggestions. We look forward to hearing whether you find them acceptable in general, and with regard to the necessity for a meeting next week.

Regards,  
Bob

Robert W. Crosby  
Government Affairs Director  
Sun Valley Board of Realtors  
208-721-8353 cell  
[sbrgad1@cox.net](mailto:sbrgad1@cox.net)

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**From:** Rebecca Bundy [mailto:RBundy@ketchumidaho.org]  
**Sent:** Tuesday, November 01, 2011 4:32 PM  
**To:** Lisa Horowitz; Curtis Kemp; robert crosby (sbrgad1@cox.net); Jack Bariteau (jackbariteau@yahoo.com); jed@svassociates.com; jim@svassociates.com  
**Cc:** Baird Gourlay  
**Subject:** Real Estate Sign Code Draft for 11/20 Meeting

Hi all –

Attached is a draft that reflects discussions at our last meeting and input from Jack Bariteau. Please come ready to comment on Thursday. City Council will hear the Sign Code again on November 21.

See you Thursday.

Rebecca F. Bundy  
Associate Planner, City of Ketchum  
480 East Avenue North  
P.O. Box 2315  
Ketchum, Idaho 83340  
t: 208.727.5082 - direct  
o: 208.726.7801  
f: 208.726.7812  
[www.ketchumidaho.org](http://www.ketchumidaho.org)

## Rebecca Bundy

---

**From:** Jack Bariteau <jackbariteau@yahoo.com>  
**Sent:** Wednesday, October 26, 2011 1:00 PM  
**To:** Rebecca Bundy  
**Cc:** Lisa Horowitz  
**Subject:** Re: real estate signs

Rebecca and Lisa:

Let me first say that I appreciate being included in the discussion on construction and real estate signage in Ketchum. My first impression is that such an effort leads to a lot of finger pointing that something is wrong with the existing system of how real estate is advertised. you also have the specter that the City is looking to adopt yet more regulatory requirements in an environment where our real estate industry is simply trying to survive, I think the solution lies in the meeting that was held in September in the town square and keeping the dialogue open and aware that the view maybe to do nothing at all in these difficult economic times.

While I do understand Baird's concerns about sign proliferation throughout the City, his view of strict sign controls will not work either. I do ink we can come up with a better innovative program that everyone could be happy with that ties into our way finding needs in the downtown overall. We should focus on that in my opinion now and not later but in the interim here are my thoughts on the changes I would recommend to your draft language as sent to me:

1. Under construction signs, I would provide an either or with the 1/3 square foot of sign area versus one project sign that is 4 feet by 7 feet in dimension. I would allow illumination provided it is low voltage and downward aimed over the sign only.
2. Under paragraph f., the word "initial" should be changed to "final".
3. I will not address the real estate signs here and let the real estate community speak to this issue at present.

Jack

Sent from my iPad

On Oct 18, 2011, at 11:37 AM, Rebecca Bundy <[RBundy@ketchumidaho.org](mailto:RBundy@ketchumidaho.org)> wrote:

Hi Jack –

Attached is a revised sign code draft pertaining to real estate signs, intended to reflect the comments made at the September 21 meeting with staff, Baird, Curtis, you and a few realtors.

My notes state that you were going to make a recommendation on construction signs. The attached draft makes a suggestion that, since the Development Opportunity and Construction Site Signs have the same requirements, they could be one and the same. It also suggests that, if the

Construction Site Sign continues in use as a Real Estate for sale sign, it could remain in place until initial sale of all units.

Your comments would be appreciated before we get a draft to the realtor group, which we hope to do next week.

Please give me a call, if you'd like to discuss.

Regards,

Rebecca F. Bundy  
Associate Planner, City of Ketchum  
480 East Avenue North  
P.O. Box 2315  
Ketchum, Idaho 83340  
t: 208.727.5082 - direct  
o: 208.726.7801  
f: 208.726.7812  
[www.ketchumidaho.org](http://www.ketchumidaho.org)

<Real Estate Signs DRAFT.docx>

# City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



December 5, 2011

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P. Preliminary Plat and Phased Development Agreement**

### Introduction/History

This application is by the Shoch Family L.P. for an amendment to the originally approved preliminary plat and phased development agreement.

### Current Report

See attached staff report.

### Financial Requirement/Impact

None

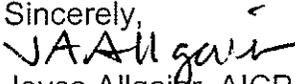
### Recommendation

I respectfully recommend the City Council approve the preliminary plat amendment and the phased development agreement amendment as presented, with the conditions as recommended.

### Suggested Motion

**"I move to approve the application entitled, the Ketchum Block 41, Lot 4 Townhome Subdivision Preliminary Plat Amendment and the Amended and Restated Phased Development Agreement for Sublot 4A of Ketchum Block 41, Lot 4, with the following conditions:**

1. All requirements of the Ketchum Utilities Department, Street Department, Fire Department, and City Engineer shall be met and shown on revised preliminary plat;
2. The full extent of the easements of the geothermal heat source system shall be shown on the preliminary plat and shall accurately depict the area, dimension, and purposes of the easements; and
3. The final documents shall be signed as appropriate by the City of Ketchum and the applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department."

Sincerely,  
  
Joyce Allgaier, AICP  
Planning Manager

**STAFF REPORT  
KETCHUM CITY COUNCIL MEETING  
DECEMBER 5, 2011**

**PROJECT:** Ketchum Block 41, Lot 4 (Previously East Avenue Bluff Townhomes)

**OWNERS:** Shoch Family L.P. represented by John Rutherford

**REQUEST:** 1. Subdivision Preliminary Plat Amendment (adjustment of townhome subplot lines and utility locations)  
2. Development Agreement Amendment

**LOCATION:** Lot 4, Block 41, Ketchum Townsite (100 and 120 East Avenue South)

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

**ATTACHMENTS TO THIS STAFF REPORT:**

A – Application and Plan Set (Proposed and Original Preliminary Plats and Site Plan)  
B – Proposed and Original Development Agreement

**BACKGROUND, PROPOSAL DESCRIPTION, and STAFF COMMENTS**

1) This application represents an amendment to what was originally called the “East Avenue Bluff Townhomes” that was approved in January, 2008. The original development received subdivision preliminary plat approval (including a development agreement) and design review for the development of four townhomes. Since that time and after foreclosure matters, the property was acquired by two different owners resulting in the separate ownership of Lot 3 and Lot 4 that had previously made up the original development property. In 2010, the city allowed for a preliminary plat amendment and revised development agreement for the two townhomes on Lot 3, followed by a final plat approval for the existing townhome unit located on Sublot 3A. Now, the applicant is seeking to amend the original preliminary plat approval and revise the development agreement for Lot 4.



2) The overall development density on Lots 3 and 4 is the same as originally approved with both Lots 3 and 4 approved for 2 townhome units each, for a total of 4 units, each on separate townhome sublots. The proposed application for Lot 4 would allow for an amended preliminary plat approval to change the subplot sizes and configuration, and some relocated utilities. Final plat

approval may be granted once the construction is complete, utility, landscaping and other requirements are found to be met, and a certificate of occupancy is granted.

3) The main change to the preliminary plat has to do with the change in subplot configuration, and the location of utilities to serve Sublots 4A and 4B. To a large extent, these proposed changes were brought about by the bifurcation of the original subject property so that Lot 3 and Lot 4 can “stand alone” as two separate projects. The goal is to have access and utilities serve Lot 4 with as little impact or need for easements over Lot 3. This has been accomplished even for the geothermal system that is shared by both properties. This geothermal system will be designated by cross-easements for use, maintenance, and access. Sublots 4A and 4B will have cross-easements as needed when utility lines run across a property to serve the other. Both Sublot 4A and 4B are shown to have separate access points.

**Preliminary plat changes to the subplot sizes are as follows:**

Sublot 4A was originally 2,858 square feet in size and is now proposed to be 5,102.

Sublot 4B was originally 2,593 square feet in size and is now proposed to be 3,172

(The difference in the sum of the sublots between the original and proposed is because a portion of the lot area was originally committed to common area, that is no longer proposed.)

**Changes to the townhome footprint sizes are as follows: (Only 35% of the entire Lot 4 may be covered by structure.)**

The footprint of the Sublot 4A townhome is proposed to be 1,577 square feet or 19% of the total Lot 4, leaving the maximum lot coverage for Sublot B townhome when it is constructed to be 1,325 square feet or 16% of the total Lot 4 size.

The applicant has indicated and it is staff’s recommendation that because the original development was designed and intended to stand as a four-unit townhome complex, that it would be in the best interest of design and compatibility to have the Lot 4 development be similar to the original design.

4) The proposed amended development agreement no longer ties the application to specific dates for construction. Phasing of the 2 townhome units is no longer proposed as was the case with the original 4 townhome units. Utilities have been brought to each of the lots separately. With the separation of the development into two projects, the construction impacts on the neighborhood are not likely to be as significant as when 4 units were proposed, and the development of individual townhome units is likely to be more staggered due to economic conditions. That said, staff feels comfortable that the development agreement ties the development to certain utility installations, easements, and design review procedures for the full build out of the entire 2 unit townhome development on Lot 4. The city attorney has not identified any concerns about the proposed development agreement. The original and proposed development agreements are included as attachments in this packet.

5) Staff has reviewed this application with the City Engineer, Fire Department, Street Department, Utilities Department, and Idaho Power. The applicants have been working closely

with staff and all of the comments and concerns raised by these entities have been addressed by the applicants by inclusion in the revised plat (since P&Z review) and through the review of the applicant's building permit application.

## REVIEW CRITERIA

### SUBDIVISION REGULATIONS

#### 16.04.070 TOWNHOUSES (some criteria are not listed because they are procedural in nature)

- 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 said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers thereupon. The applicant has submitted the required documents.
- E. **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. The applicant has indicated that the garages will be internal to each townhouse unit and the garage for Sublot 4A is shown on the plat. Access and parking for Sublot 4B would be from First Street.
- F. **General Applicability.** All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. This application is seeking approval in accordance with and as required by the land use code. A condition of approval requires compliance with applicable City of Ketchum and utility standards and requirements.

#### 16.04.100 PHASED DEVELOPMENT PROJECTS

- A. Each phase of such (phased) development shall contain all the necessary elements and improvements to exist independently from proposed future phase in a stable manner and shall comply with all applicable zoning regulations. Staff finds this to be the case because utilities are stubbed out to both parcels.
- B. The city council may require that the subdivider install all or a portion of the required improvements for the entire project as set forth in the development plan. Such required improvements shall be constructed prior to approval of the final plat for any phase of

the development. Staff finds that the original requirements to install utility and make other improvements on the

#### **ZONING CODE REQUIREMENTS**

##### **LOT AREA:**

Lot 4: 8,280 sq ft (no change from 2008 Design Review)

##### **TOTAL FLOOR AREA OF STRUCTURE:**

Sublot 4A: 4,565 sq ft (2008 DR Unit was 4,300 sq ft)

Sublot 4B: None proposed at this time, but will be limited by % lot coverage and height. (2008 DR Unit was 3,702 sq ft)

##### **LOT COVERAGE:**

Unit 4A: 1,577 sq ft or 19% (35% is allowed, which leaves 16% or 1,325 sq ft for Sublot 4B)

##### **BUILDING HEIGHT:**

Sublot 4A: 34'-11.75" (35' allowed)

Sublot 4B: Maximum 35'

##### **REQUIRED SETBACKS:**

FRONT: 15 ft, REAR: 15 ft (measured from centerline of alley), SIDE: 11 ft 6 in, SIDE: 11 ft 6 in

**PARKING SPACES REQUIRED:** 2 spaces/unit

##### **PLANNING & ZONING COMMISSION RECOMMENDATION AND APPROVAL:**

The Planning & Zoning Commission approved of a design review application for Sublot 4A, allowing for construction of a townhome unit on that lot. The Commission also recommended approval of the revised preliminary plat and phased development agreement with a number of conditions, all of which have been met or are included in the proposed conditions of approval below.

##### **STAFF RECOMMENDATION:**

**Staff recommends approval of the Townhome Subdivision Preliminary Plat Amendment and the Amended and Restated Phased Development Agreement.**

##### **FOR FINDING PURPOSES:**

1. This project, Ketchum Block 41, Lot 4 Townhomes, **does not** meet the standards for approval under Chapter 16.04.070 and 16.04.100 of the Ketchum Subdivision Regulations **because of the following standards** (Council to insert reasons for denial); or,

2. This project, Ketchum Block 41, Lot 4 Townhomes, **does** meet the standards for approval under Chapter 16.04.070 and 16.04.100 of the Ketchum Subdivision Regulations only if the following conditions of approval are met.

**"I move to approve the application entitled, the Ketchum Block 41, Lot 4 Townhome Subdivision Preliminary Plat Amendment and the Amended and Restated Phased Development Agreement for Sublot 4A of Ketchum Block 41, Lot 4, with the following conditions:**

1. All requirements of the Ketchum Utilities Department, Street Department, Fire Department, and City Engineer shall be met and shown on revised preliminary plat;
2. The full extent of the easements of the geothermal heat source system shall be shown on the preliminary plat and shall accurately depict the area, dimension, and purposes of the easements; and
3. The final documents shall be signed as appropriate by the City of Ketchum and the applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department."

## **ATTACHMENT A:**

- Application
- Proposed Preliminary Plat
- Original Preliminary Plat
  - Proposed Site Plan

# RUTHERFORD ARCHITECTS, LLC

8/18/11

City of Ketchum P&Z

Re: Shoch Residence, Lot 4 Block 41, Ketchum Townsite

Dear P&Z,

Short History of East Ave:

The original development was approved using a development agreement. The project was two city lots each with 2 sublots, a total of 4 residential units. One house was completed before the bank foreclosed on the Lot 3 property. Lot 4 remained land but with utility improvements installed for the two sublots. However, Lot 4 was also foreclosed on. The current owner of lot 4, purchased the lot from the FDIC as the lot had been financed by First Bank. Lot 3 has also been privately purchased, so currently there are independent private residential owners of each property.

Objective:

The Shoch's wish is to build one home at this time for their personal use. They desire to see the original architectural style of the project continued for any homes that are built now and/or in the future. With that in mind, this application is a modification of the development agreement and a modification of the sublots to reflect the separate ownership of Lots 3 & 4. The Shoch's are proposing to build one house now and fully landscape the entire Lot 4 property. This includes the landscape stone wall enclosing the property which will create a unified fully developed appearance. The continuation of the development agreement process is the available zoning method which will enable that these properties are developed in a contiguous architectural style.

Design Review Standards and Notes:

General Note - The revised design that is now being submitted is designed to meet all of the original design review criteria. The intent is that this new design does not create any

additional site impacts, which were approved in the original design review approval. The uses and amount of use is the same.

Site Design - The Shoch Residence has been moved further away from the hillside, reducing the hillside impacts. There is less cut and fill in the hillside area with this new design. The landscaping remains similar and the area of hillside landscaping has been increased.

Compatibility - The Shoch Residence is compatible with the city and the original design of the project.

Architectural Quality - The Shoch residence continues the architectural quality of the original design of the project. All exterior materials, fixtures etc are proposed to match the existing house on Lot 3 and to match the materials approved in the original design. In addition the Shoch house is a similar bulk, massing and style to the original design. Garbage is in the garage, exterior lights are dark sky and shielded, utilities are underground, and the exterior materials are natural wood and stone.

#### Circulation Design:

The circulation is normal for residential lots in a residential zone. The driveway and walkway is located on the less traveled street (First St). They are extended to the existing pavement line in the street. Two parking places are provided in the garage. The driveways and walkways will have snowmelt.

#### Landscape Quality:

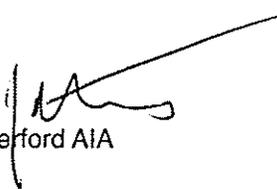
We are proposing to install and finish the landscaping of the entire site with the construction of the Shoch Residence. The entire site will be sprinklered and the landscape wall will be complete on both street frontages. We have also increased the amount of landscaping on the hillside area.

Public Amenities: NA for residential zone.

#### Energy Design & Green Building:

We are continuing the exceptional groundsource geothermal heating system combined with super-insulation. Based on the performance of the completed house on lot 3 we anticipate that the Shoch house will be heated for about \$100 per month in the middle of the winter. We are also regionally sourcing materials and are using natural interior finishes.

Sincerely,

  
Jack Rutherford AIA

DESIGN REVIEW APPLICATION

Project Name: Shoch Residence  
 Owner: John Shoch (G.P.) Phone No.: 650-687-5000  
 Mailing Address: 400 Hamilton Ave, (Suite 400), Palo Alto, CA 94301  
 Architect/Representative: John Rutherford Phone No.: 208-450-9132  
 Mailing Address: P.O. Box 2337, Sun Valley, ID 83353  
 Architect License No.: AR-2237  
 Engineer License No.: \_\_\_\_\_ Engineer of Record: \_\_\_\_\_

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.

Preapplication Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
 Design Review Fee: \$625 Date Paid: \_\_\_\_\_  
 Legal Land Description: Ketchum Block 41, Lot 4

Street Address: 500 First Street, Ketchum  
 Lot Area: 8280 sq ft. Zoning District: GR-L  
 Overlay District: Flood \_\_\_\_\_ Avalanche \_\_\_\_\_ Pedestrian \_\_\_\_\_ Mountain \_\_\_\_\_

Anticipated Use: Single Family  
 Type Construction: New  Remodel \_\_\_\_\_ Addition \_\_\_\_\_ Other \_\_\_\_\_  
 Number of Residential Units: 1 Number of Hotel Units: \_\_\_\_\_

Total Floor Area:	Proposed Gross	Existing	Setbacks (CC Zone)	(CC Zone Only)
Basements:	<u>1517#</u>	_____	_____	Ground Floor Open Space _____
1st Floor:	<u>1509#</u>	_____	_____	Roofline Length _____
2nd Floor:	<u>1539#</u>	_____	_____	Building Width _____
3rd Floor:	_____	_____	_____	Horizontal Breaks Every _____ Feet
Mezzanine:	_____	_____	_____	Break Depth _____ Width _____
Total:	<u>4565#</u>	_____	_____	Floor Area Ratio _____

Percent of Building Coverage: 1577#, 19%

Curb Cut: 19' wide driveway  
 Setbacks: Front 75'-7 1/4" Side 11'-8 1/4" Side 11'-8 1/4" Rear 17'-11 3/4"  
 Height: 34' Parking Spaces Provided: 2 Garage

Construction Phasing: No  
 Will fill or excavation be required? If yes, amount in cubic yards- 275 Fill  Excavation \_\_\_\_\_  
 Will existing trees or vegetation be removed? Yes \_\_\_\_\_ No   
 Water System: Municipal Service  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.

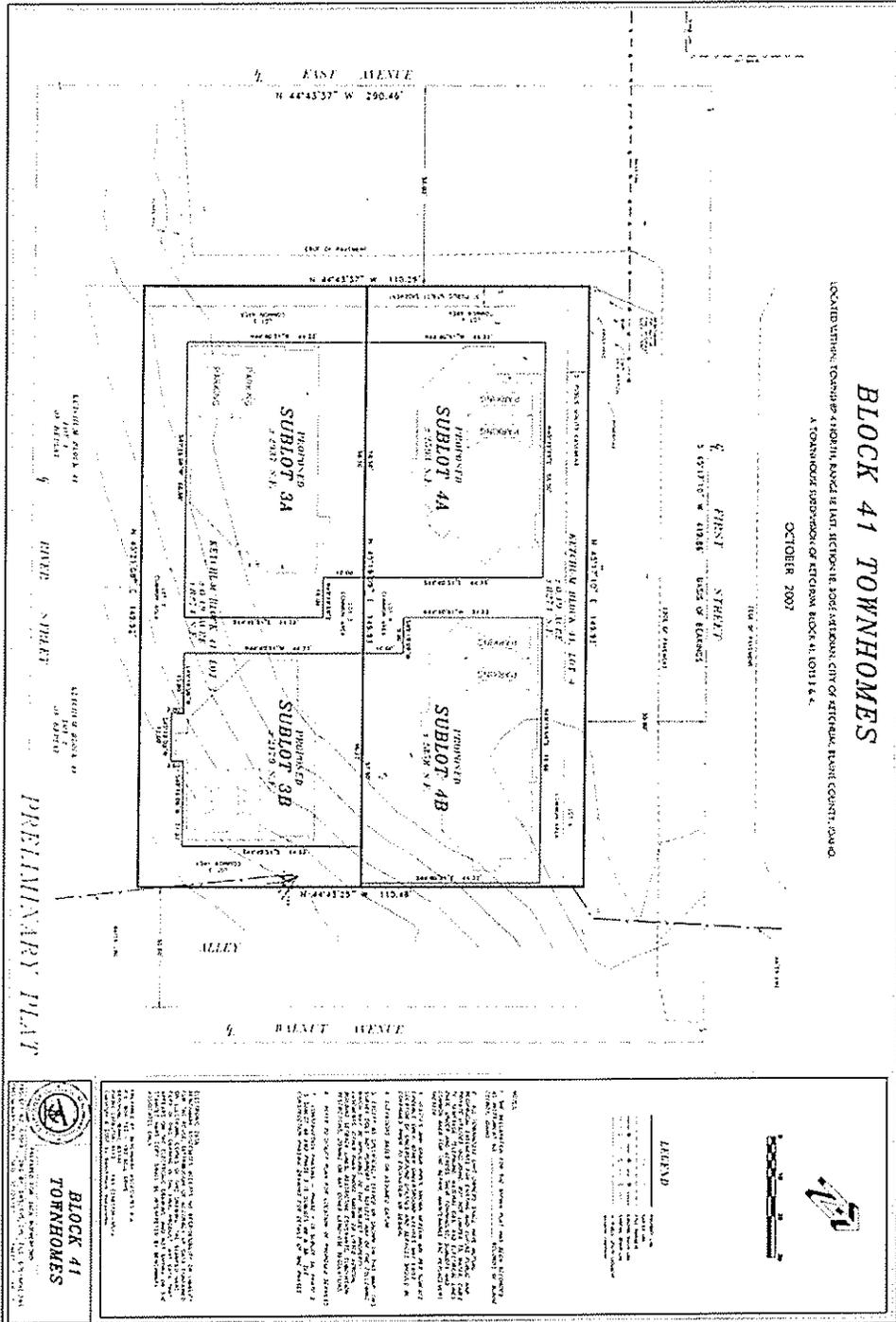
Signature of Owner: John Shoch (G.P.) Date: 8/11/11  
 Approved/Denied: \_\_\_\_\_ Date: \_\_\_\_\_

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



# BLOCK 41 TOWNHOMES

LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 12 EAST, SECTION 18, 2005, AND TOWNSHIP 4 NORTH, RANGE 12 EAST, SECTION 19, 2005, OF THE COUNTY OF STURGEON COUNTY, SOUTH DAKOTA  
 A TOWNHOMES DEVELOPMENT OF RECORD BOOK 41-10111 & 2  
 OCTOBER, 2007



**BLOCK 41 TOWNHOMES**

**LEGEND**

1. The boundaries for the townhomes and lots shown on this plat are shown as follows:

- 1. All townhomes and lots shown on this plat are shown as follows:
- 2. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 3. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 4. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 5. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 6. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 7. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 8. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 9. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 10. The boundaries for the townhomes and lots shown on this plat are shown as follows:

**PRELIMINARY PLAT**

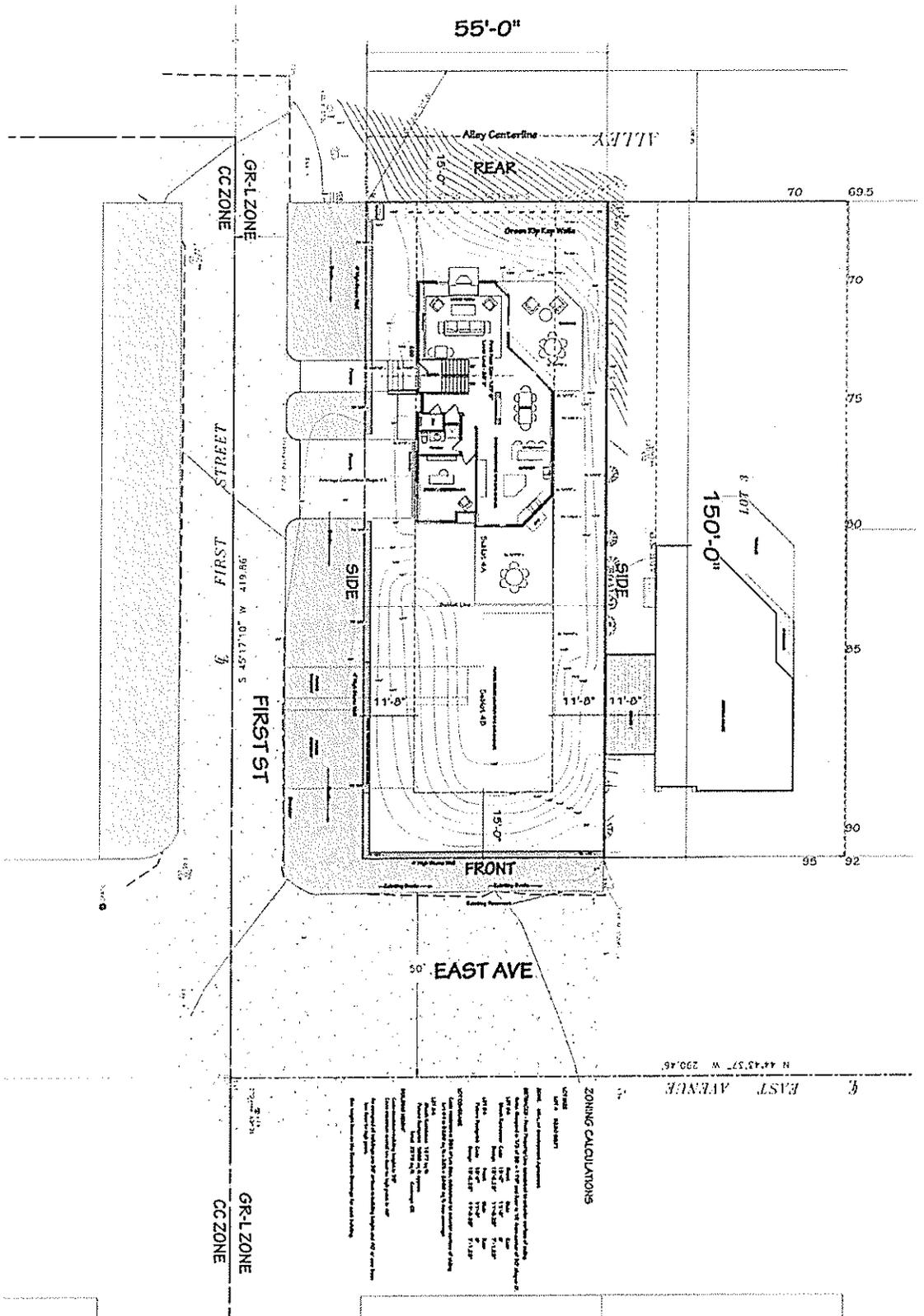
1. The boundaries for the townhomes and lots shown on this plat are shown as follows:

- 1. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 2. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 3. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 4. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 5. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 6. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 7. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 8. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 9. The boundaries for the townhomes and lots shown on this plat are shown as follows:
- 10. The boundaries for the townhomes and lots shown on this plat are shown as follows:



**SHOCH RESIDENCE - SITE PLAN**  
 500 FIRST ST, KETCHUM, ID 83340  
 RUTHERFORD ARCHITECTS LLC, PO BOX 2397 SUNN VALLEY, ID 83333 208-439-9132

**SP-1**  
 8/23/11



## **ATTACHMENT B:**

- Proposed Phased Development Agreement
- Original Phased Development Agreement

Recording Requested By and When  
Recorded Return To:

J. Eshman Law, P.C.  
Post Office Box 4991  
Ketchum, Idaho 83340

Instrument # 564569  
HAILEY, BLAINE, IDAHO  
2-3-2009 09:32:15 No. of Pages: 7  
Recorded for : CITY OF KETCHUM  
JOLYNN DRAGE Fee: 0.00  
Ex-Officio Recorder Deputy  
Index to: AGREEMENTCORRECTION

## PHASED DEVELOPMENT AGREEMENT

This PHASED DEVELOPMENT AGREEMENT (hereinafter this "Agreement") is entered into effective the 2nd day of February, 2009, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter the "City"), and EAST AVENUE BLUFF TOWNHOMES, LLC, an Idaho limited liability corporation, (hereinafter "Developer"). The City and Developer are sometimes hereinafter referred to individually as a "party" and collectively as the "parties" to this Agreement.

### RECITALS

This Agreement is predicated upon the following facts:

- A. Developer has received Design Review approval ("Design Review Approval") from the City pursuant to those certain Findings of Fact dated as of January 28, 2008, for a townhome development referred to as "East Avenue Bluff Townhomes" consisting of four (4) single family townhomes, required utilities, on-site improvements, and landscaping (collectively the, "East Avenue Bluff Townhomes").
- B. The East Avenue Bluff Townhomes are to be developed and constructed upon real property located in the City of Ketchum, the legal description of which is: Lot 4, Block 41, 120 East Avenue S., and Lot 3, Block 41, 100 East Avenue S., Ketchum, Idaho, according to the official plat thereof, recorded as Instrument No, 302967, records of Blaine County, Idaho. Four sublots will be created referred to as follows: Sublot 3A, Sublot 3B, Sublot 4A, and Sublot 4B (together all sublots are herein collectively referred to as the "Site," and individually as a "Sublot"). On each lot a townhome will be constructed and are to be referred to as follows: Townhome 1 on Sublot 4A, Townhome 2 on Sublot 4B, Townhome 3 on Sublot 3A, and Townhome 4 on Sublot 3B. The plat(s) for East Avenue Bluff Townhomes refer to the townhomes as the "Block 41 Townhomes"; the reference to East Avenue Bluff Townhomes is intended to mean the same as the Block 41 Townhomes.

**ORIGINAL**

- C. The City desires that the East Avenue Bluff Townhomes be a phased project subject to a development agreement and Developer is willing to agree to a development agreement on the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promised, terms and conditions set forth herein, the parties agree as follows:

1. Improvements. The East Avenue Bluff Townhomes shall be constructed in accordance with the plans and detailed construction specifications approved by the City.
2. Phased Construction and Landscaping Schedule. Improvements shall be constructed in accordance with the following construction and landscape schedule and in the following order:
  - a. Phase I ("Phase I"). Concurrent with the final plat of Sublot 3A which is scheduled to occur approximately on or about January 1, 2009, but not later than ninety (90) days thereafter, the following shall be completed:
    - (1) Telephone, cable TV, water, sewer, natural gas and electrical service shall be made accessible to the Site.
    - (2) Construction, including approved specific site landscaping of Townhouse 3 on Sublot 3A has been completed and a Certificate of Occupancy has been obtained.
  - b. Phase II ("Phase II"). Approximately on or about June 1, 2010, but not later than ninety (90) days thereafter, the following shall be completed:
    - (1) Construction, including approved site specific landscaping of Townhouse 1 on Sublot 4A has been completed and a Certificate of Occupancy has been obtained.
    - (2) The City of Ketchum water valve box covers shall be installed for the Site.
  - c. Phase III ("Phase III"). Approximately on or about June 1, 2011, but not later than ninety (90) days thereafter, the following shall be completed;
    - (1) Construction including approved site specific landscaping of Townhouse 2 on Sublot 4B has been completed and a Certificate of Occupancy has been obtained.

(2) Construction including approved site specific landscaping of Townhouse 4 on Sublot 3B.

3. Site Preservation. The Developer shall maintain the unimproved portions of the Site in a rough graded condition and seeded with native grass. Grass shall be irrigated and maintained.
4. Townhouse Declaration of Covenants, Conditions and Restrictions. Developer shall prepare and record the Townhouse Declaration of Covenants, Conditions and Restriction for East Avenue Bluff Townhomes with the Blaine County Recorder at the time of recording of the final plat for Phase I. Prior to recordation, City Staff shall review the Declaration of Covenants, Conditions and Restrictions to ensure it does not conflict with City ordinances and it ensures adequate maintenance for common areas.
5. Final Plat Approval. The City Clerk will not sign the final plat for Phases I, II or III until each of the dwelling units to be constructed in that Phase have received a Life Safety Inspection Approval or a Certificate of Occupancy from a Ketchum Building Official. During the phased construction schedule set forth above, Developer may apply for building permits for the next phase prior to completion of the prior phase, and may apply for plat approval upon commencement of framing of the townhome in the next phase or phases prior to final plat approval of any previous phase.
6. Revocation of Agreement. In the event Developer does not comply with the phased construction schedule set forth above or any time deadlines, the Ketchum City Council may revoke this Phased Development Agreement. Subject to paragraph 8 below, any requests or applications by Developer to extend or modify the phased construction schedule set forth above shall be considered only if the request or application is received prior to the time deadlines in question.
7. Sale or Transfer of Property. In the event Developer or a successor in interest to Developer sells or transfers the property described herein, or any portion thereof, written notice of said transaction shall be given to the City no less than thirty (30) days prior to closing. This requirement shall not apply to the sale and/or transfer of individual townhouse units.
8. Amendment. This Agreement may be revised or amended, in whole or in part, only by means of a written instrument executed by both parties. Any change to the phasing schedule shall be subject to approval by the Ketchum City Council. In the event that Developer requests a change to the phasing schedule prior to the expiration of a time deadline in question, the Ketchum City Council may consider a request for an extension and the imposition of conditions which will result in maintenance of the Site until construction is completed. With respect to all other modifications to this Agreement, compliance with zoning ordinance and/or rules then in effect may be required as a condition of such approval. Any changes to design review approved plans shall be subject to approval by the Planning and Zoning Commission, and compliance with design

review or other zoning ordinance requirements then in effect may be required as a condition of such approval. Provided however, the preceding does not apply to amendments for any Sublot that has received its building permit.

9. Design Review Approval. So long as this Agreement is in effect, the Design Review Approval shall be deemed valid. In the event this Agreement is revoked or terminated, for any of the East Avenue Bluff Townhomes which do not have a building permit, the Design Review Approval shall be deemed expired as to those Townhomes only; however for any East Avenue Bluff Townhome for which a building permit has been obtained, the Design Review Approval shall be deemed to be valid as to those Townhomes for the duration of that specific building permit.
10. Police Powers. Nothing contained herein is intended to limit the police powers of the City or its discretion or review of subsequent applications regarding development and construction of East Avenue Bluff Townhomes.
11. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party. All remedies shall be cumulative.
12. Attorneys Fees. In the event either party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.
13. Notices to Both Parties. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, postage prepaid.

Notices to the City shall be addressed as follows: City of Ketchum City Administrator, P.O. Box 2315, Ketchum, Idaho 83340

Notices given to Developer shall be addressed as follows: East Avenue Bluff Townhomes, LLC, P.O. Box 2337, Sun Valley, Idaho 83353

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

14. Reliance by City. This Agreement is intended by Developer to be considered by the City as part of Developer's Design Review Approval and phased development approval. Developer acknowledges and intends the Ketchum City council to consider and rely upon this Agreement in its review and consideration of said design review and phased development approval.

15. Relations of Parties. It is understood the contractual relationship between the City and Developer is such that Developer is not the agent, partner, or joint venture of the City.
16. Successor and Assigns: Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the City and Developer and their respective heirs, successors and assigns. This Agreement, including all covenants, terms and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property described herein, or any portion thereof. This covenant is released for each Sublot at the issuance of final plat for each Sublot.
17. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.
18. No Waiver. In the event the City or Developer does not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Developer or the City to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
19. Timeliness. Time and timely performance are of the essence of this Agreement.
20. Invalid Provision. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Developer deems essential to its development of the Property, Developer may, at its sole discretion, declare this entire Agreement null and void of no force and effect and thereby relieve all parties from any obligations hereunder. If the Developer declares this Agreement null and void, such declaration shall render the design review approval null and void for any building for which a building permit has not been applied for.
21. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto regarding the phasing of East Avenue Bluff Townhomes. No representation or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

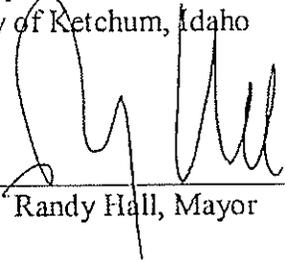
22. Authority. Each of the persons executing this Agreement represents and warrants that he had the lawful authority and authorization to execute this Agreement, as well as all deeds, easement, liens or other documents required hereunder, for and on behalf of the entity executing this Agreement.

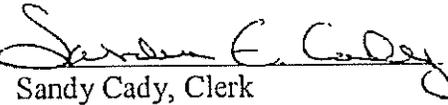
IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

"Developer":  
East Avenue Bluff Townhomes, LLC

By   
Stacey Rutherford, Member

"City":  
City of Ketchum, Idaho

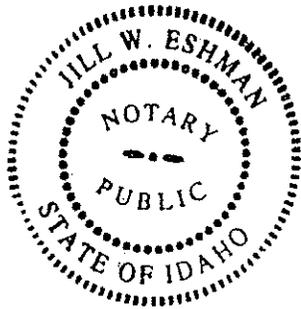
By   
Randy Hall, Mayor

Attest   
Sandy Cady, Clerk

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 2nd day of February, 2009, before me, a Notary Public in and for said State, personally appeared Stacey Rutherford known or identified to me to be a member of East Avenue Bluff Townhomes LLC, the limited liability company that executed the instrument of the person who executed the instrument on behalf of said limited liability company, 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.

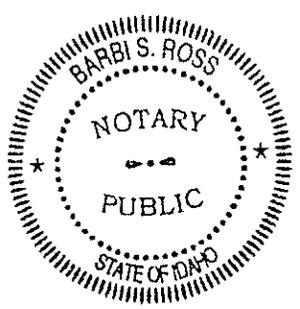


*Jill W. Eshman*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Blaine Co, Idaho  
My commission expires Feb 15, 2012

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of February, 2009, before me, a Notary Public in and for said State, personally appeared Randy Hall, known or identified to me to be the Mayor of the City of Ketchum, and the Mayor who subscribed said municipality's name 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.



*Barbi S. Ross*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Sun Valley, ID  
My commission expires 5.21.13

Recording Requested by and  
After Recording Return to:

Jill W. Eshman, Esq.  
Jill Eshman Law  
PO Box 4991  
Ketchum, ID 83340  
(208) 727-1700  
jill@jeshmanlaw.com

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDED AND RESTATED PHASED DEVELOPMENT AGREEMENT  
AS TO LOT 4 OF BLOCK 41 OF THE CITY OF KETCHUM**

This AMENDED AND RESTATED PHASED DEVELOPMENT AGREEMENT AS TO LOT 4 OF BLOCK 41 OF THE CITY OF KETCHUM (hereinafter this "Agreement") is entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter the "City"), and SHOCH FAMILY, LP, a California limited partnership (hereinafter "Owner"), successor in interest to Lot 4, Block 41. The City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties" to the Agreement.

RECITALS

This Agreement is predicated upon the following facts:

- A. The City and East Avenue Bluff Townhomes, LLC, an Idaho limited liability company, entered into that certain Phased Development Agreement dated February 2, 2009 and recorded as Instrument No. 564569 in the official records of Blaine County, Idaho (hereinafter the "Original Development Agreement") regarding the East Avenue Bluff Townhomes. The East Avenue Bluff Townhomes were to be developed and constructed upon real property located in the City of Ketchum, the legal description of which is: Lot 4, Block 41 (hereinafter "Lot 4"), and Lot 3, Block 41 (hereinafter "Lot 3"), Ketchum, Idaho according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.
- B. Subsequent to the date of the Original Development Agreement the properties were foreclosed on and subsequent to the foreclosures, Owner acquired Lot 4 and an unrelated third-party acquired Lot 3. Thereafter, the Original Development Agreement was amended by the City and the then owner of Lot 3, solely in regards to Lot 3, by that certain Amended Phased Development Agreement dated October 18, 2010, and recorded in the official records of Blaine County, Idaho as Instrument No. 582993 (the "Lot 3 Amended Phased Development Agreement").
- C. The City and Owner now desire to replace and supersede by this Agreement the Original Development Agreement as it relates to Lot 4 and the originally proposed Sublots 4A and 4B (proposed Sublots 4A and 4B are herein collectively referred to as the "Site," and individually as a "Sublot"). This Agreement is not intended to modify the Original Development Agreement as it relates to Lot 3 or the Lot 3 Amended Phased Development Agreement.

**PROPOSED**

- D. In connection with the Original Development Agreement, the East Avenue Bluff Townhomes received design review approval from the City ("Original Design Review Approval") pursuant to those certain Findings of Fact dated as of January 28, 2008, for a townhome development referred to as "East Avenue Bluff Townhomes" consisting of four (4) single family townhomes, required utilities (telephone, cable TV, water, sewer, natural gas and electrical service), on-site improvements, and landscaping (collectively "East Avenue Bluff Townhomes").
- E. The East Avenue Bluff Townhomes were originally envisioned to be four sublots created and referred to as follows: Sublot 3A and Sublot 3B on Lot 3, and Sublot 4A and Sublot 4B on Lot 4. Of the four proposed single family townhomes, as of the date of this Agreement, only one was constructed and completed and it resides on Lot 3 (Sublot 3A), together with common underground utilities, sewer line, a geothermal system and landscaping which were installed on Lot 3 and Lot 4.
- F. To the extent that common utilities which benefitted Lot 3 were installed and located on Lot 4, such utilities have been relocated off of Lot 4. Owner and the current owner of Lot 3 intend to enter into a reciprocal easement agreement regarding the existing geothermal system.
- G. Owner desires to construct a single family home on a portion of Lot 4, proposed Sublot 4A (the "first Lot 4 home") and retain the right to construct on the other portion of Lot 4, proposed Sublot 4B, a future townhome (the "second Lot 4 home," collectively, the "Lot 4 Townhomes"). The first Lot 4 home is to be of substantially similar design to that which was originally approved pursuant to the Original Design Review Approval, and the proposed subplot line for Sublot 4A is proposed to be adjusted slightly from where it was originally approved under the Original Design Review Approval.
- H. The City desires to amend the Original Development Agreement to permit Owner to develop the Site pursuant to a plan similar to what was originally proposed and approved but under the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the Parties agree as follows:

1. Original Development Agreement. The City and Owner hereby agree that the Original Development Agreement as it relates to Lot 4 is hereby amended and superseded in its entirety by the terms of this Agreement.
2. Improvements and Platting. Together with this Agreement, Owner has submitted to the City a request for a modification to the Original Design Review Approval pertaining to a proposed first Lot 4 home on that portion of the Lot 4 labeled "Proposed Sublot 4A" on the attached Preliminary Plat attached hereto and made a part hereof as Exhibit "A" (the "Plat"). The Plat also demarcates the "Proposed Sublot 4B" and the future site of the second Lot 4 home. By this Agreement, Owner hereby retains and reserves the right to construct the second Lot 4 home on the Proposed Sublot 4B, and final plat Proposed Sublot 4A and Proposed Sublot 4B as designated on the Plat, until such time as Owner terminates this Agreement, or there is a material breach of this

Agreement by Owner which remains uncured after notice of such default and an opportunity to cure. Upon completion of construction of improvements on Proposed Sublot 4A and Proposed Sublot 4B, and the receipt of a Life Safety Inspection Approval or a Certificate of Occupancy from the City of Ketchum for all improvements, the City Clerk will sign the final plat creating Sublot 4A and Sublot 4B. The Lot 4 Townhomes shall be constructed in accordance with the plans and detailed construction specifications approved by the City.

3. Design Review. The Original Design Review Approval is hereby superseded by the Design Review Approval of the Ketchum Planning and Zoning Commission approved October \_\_, 2011 as to construction of a single family home on proposed Sublot 4A (the "2011 Design Review Approval"); any proposed Sublot 4B home will be subject to design review by the City. So long as this Agreement is in effect, the 2011 Design Review Approval for proposed Sublot 4A, and any design review approval received for proposed Sublot 4B, as may be amended by the City and Owner, shall be deemed valid. In the event this Agreement is revoked or terminated in accordance with this Agreement for any of the Lot 4 Townhomes which do not have a building permit, the Design Review shall be deemed expired as to that Townhome only; however, for any Lot 4 Townhome for which a building permit has been obtained, the Design Review Approval as to that Townhome, as may be amended, shall be deemed valid for the duration of the building permit.
4. Site Preservation. Unless Owner otherwise landscapes the unimproved portions of the Site, Owner shall maintain the unimproved portions of the Site in a rough graded condition and seeded with native grass which shall be irrigated and maintained.
5. Future Townhouse Declaration of Covenants, Conditions and Restrictions. In the event that the first Lot 4 home and the second Lot 4 home are both constructed on Lot 4, then Owner shall prepare and record a Townhouse Declaration of Covenants, Conditions and Restrictions for the Lot 4 Townhomes with the Blaine County Recorder at the time of recording of the final plat after completion of construction and receipt of a Life Safety Inspection Approval or Certificate of Occupancy from the City for the second Lot 4 home. Prior to recordation, City Staff shall review the Declaration of Covenants, Conditions and Restrictions to ensure it does not conflict with City ordinances.
6. Revocation of Agreement. In the event that Owner does not materially comply with the terms of this Agreement, the Ketchum City Council may revoke this Agreement after written notice of default and reasonable opportunity to cure.
7. Amendment. This Agreement may be revised or amended, in whole or in part, only by means of a written instrument executed by both Parties. Any change shall be subject to approval by the Ketchum City Council. With respect to all other modifications to this Agreement, compliance with zoning ordinance and/or rules then in effect may be required as a condition of such approval. Any changes to design review approved plans shall be subject to approval by the Planning and Zoning Commission, and compliance with design review or other zoning ordinance requirements then in effect may be required as a condition of such approval. Provided however, the preceding does not apply to amendments for a proposed subplot that has received its building permit.

8. Police Powers. Nothing contained herein is intended to limit the police powers of the City or its discretion to review of subsequent applications regarding development of and/or construction on Lot 4, but any rights granted herein shall be preserved.
9. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.
10. Attorneys' Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees incurred, whether or not litigation is actually instituted or concluded.
11. Notices to Both Parties. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, postage prepaid.

Notices to the City shall be addressed as follows: City of Ketchum, City Administrator, PO Box 2315, Ketchum, Idaho 83340.

Notices to Owner shall be addressed as follows: Shoch Family, LP, Attn: John Shoch, 400 Hamilton Avenue, Suite 400, Palo Alto, California 94301.

12. Reliance by City. This Agreement is intended by Owner to be considered by the City as part of the 2011 Design Review Approval, as may be amended by the Parties. Owner acknowledges and intends the Ketchum City Council to consider and rely upon this Agreement in its review and consideration of said design review.
13. Relations of Parties. It is understood the contractual relationship between the City and Owner is such that Owner is not the agent, partner, or joint venture of the City.
14. Successor and Assigns: Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property described herein, or any portion thereof. This Agreement shall be deemed automatically released and terminated at the earlier of (i) the issuance of the final plat after the construction of the second Lot 4 home on Future Sublot 4B, or (ii) at such time as Owner nullifies and voids this Agreement pursuant to paragraph 18 below.
15. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.
16. No Waiver. In the event the City or Owner does not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner or the City to the other Party under this Agreement

shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

17. Timeliness. Time and timely performance are the essence of this Agreement.

18. Invalid Provision: Agreement Null and Void. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Owner deems essential to its development of the Property. Notwithstanding anything contained in this Agreement to the contrary, Owner may, at its sole discretion, declare in writing this entire Agreement null and void, of no force and effect, and thereby relieve all Parties from any obligations hereunder. If Owner declares this Agreement null and void, such declaration shall render the 2011 Design Review Approval, and any amendment thereto, null and void for any building for which a building permit has not been applied.

19. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties hereto regarding Lot 4. No representation or warranties made by either Party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

20. Authority. Each of the persons executing this Agreement represents and warrants that he had the lawful authority and authorization to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

OWNER:

CITY:

Shoch Family, LP

City of Ketchum, Idaho

By:

\_\_\_\_\_  
John Shoch, General Partner

By:

\_\_\_\_\_  
Randy Hall, Mayor

Attest

\_\_\_\_\_  
Sandy Cady, Clerk

