



PLANNING AND ZONING COMMISSION AGENDA – Special Meeting

Monday, January 28, 2019
Ketchum City Hall
480 East Avenue North, Ketchum, ID 83340

1. **5:00 PM – SITE VISIT: 320 Leadville Building Condominium Preliminary Plat, 320 N. Leadville Ave,**
(Ketchum Townsite Lot 2 Block 24)
2. **5:10 PM – SITE VISIT: Community Library,** 415 Spruce (Lot 1B, Block 89, Ketchum Townsite)
3. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
4. **COMMUNICATIONS FROM THE COMMISSION**
5. **PUBLIC COMMENT** - Communications from the public for items not on the agenda.
6. **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS**
 - a. **ACTION – 320 Leadville Building Condominium Preliminary Plat:** The Commission will consider and take action on a Preliminary Plat for a Condominium Subdivision application by Galena Engineering, on behalf of owner Tasz LLC, to convert an existing building located at 320 N. Leadville (Ketchum Townsite Lot 2 Block 24) into common area four condominium units. The subject property is located in the Retail Core Subdistrict of the Community Core (CC-1).
 - b. **ACTION – Community Library Design Review:** 415 Spruce (Lot 1B, Block 89, Ketchum Townsite) The Commission will consider and review for approval subject improvements, including specific landscape and building changes proposed between the children’s library and Lot 2B, Block 89, Ketchum Townsite at the northwest corner of the property, as stipulated in Condition #14 of the April 12, 2018 adopted Findings of Fact.
 - c. **ACTION – Redfish Residential Live-Work Unit #201 Conditional Use Permit:** 270 Northwood Way, Unit 201 (Redfish Light Industrial Condo Unit 201) *Continued from the Planning & Zoning Commission Meetings of December 10, 2018 and January 14, 2019.* The Commission will consider and take action on an application for a Conditional Use Permit submitted by Mia L Cherp for the proposed conversion of an existing condominium unit to a residential live-work unit in the Redfish Light Industrial building located in the Light Industrial Number 2 (LI-2) Zoning District.
7. **CONSENT CALENDAR—ACTION ITEMS**
 - a. **Minutes:** January 14, 2019
 - b. **Findings of Fact, Conclusions of Law, and Decision:** 320 Leadville Building Condominium Preliminary Plat
 - c. **Findings of Fact, Conclusions of Law, and Decision:** Redfish Residential Live-Work Unit #201 CUP
8. **STAFF REPORTS & CITY COUNCIL MEETING UPDATE**
9. **ADJOURNMENT**

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



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SPECIAL MEETING OF JANUARY 28, 2019

PROJECT: 320 Leadville Building Condominiums Preliminary Plat

FILE NUMBER: P18-136

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

OWNER: Taszo LLC

REQUEST: Preliminary Plat approval for the subdivision of an existing building located at 320 N Leadville into four (4) condominium units.

LOCATION: 320 N Leadville (Ketchum Townsite: Block 24: Lot 2)

ZONING: Retail Core Subdistrict of the Community Core (CC-1)

OVERLAY: None

NOTICE: Notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on January 9th, 2019. Notice was published in the January 9th, 2019 edition of the Idaho Mountain Express.

REVIEWER: Abby Rivin, Associate Planner

ATTACHMENTS:

- A. Application
- B. Preliminary Plat
- C. Declaration and Covenants, Conditions and Restrictions of 320 Leadville Building Condominiums

BACKGROUND

The applicant is requesting Preliminary Plat approval for the subdivision of an existing building into common area and four (4) condominium units—two commercial units on the first floor and two residential units on the second floor. The subject property is located at 320 N Leadville Avenue in the Retail Core Subdistrict of the Community Core (CC-1). The property owner has submitted the Preliminary Plat application to condominiumize the building so that the residential and commercial spaces within the building can be sold and the common areas maintained in accordance with the covenants, conditions, and restrictions (CC&Rs), which have been included as Attachment C to the Staff Report. The existing building was built in 1996 (Building Permit #95-131) and was remodeled in 2004 (Building Permit #04-038). PK's Ski and Sports shop currently occupies the first-floor commercial space and the existing second-floor unit is residential. No change in existing use has been proposed with the subject application.



Figure 1. Location Context, 320 N Leadville Avenue

The boundaries of both commercial units include interior spaces within both the basement and first floor. Unit 101 has a total floor area of 1,608 sq ft and Unit 102 has a total floor area of 2,085 sq ft. The boundaries of both residential units include interior spaces within both the second and third floors. Unit 201 has a total floor area of 1,968 sq ft and Unit 202 has a total floor area of 1,924 sq ft. Both residential units have limited common area terraces on the second and third floors.

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide an existing building.

The first step in the condominium platting process is to receive Preliminary Plat review and a recommendation from the Planning and Zoning Commission. After receiving a recommendation for approval and upon commencement of construction, the Preliminary Plat application is forwarded to the City Council for review and approval. As the building is existing, upon receipt of a recommendation of approval from the Commission, the application will be forwarded to City Council for review. After City Council approval of the Preliminary Plat, the subdivider may submit an application for Final Plat. If the application substantially conforms to the Preliminary Plat, the Commission shall recommend approval and forward the application to the City Council for review and approval.

ANALYSIS

Staff recommends the Commission move to recommend approval of the 320 Leadville Building Condominiums Preliminary Plat. A full explanation of this recommendation is contained in Tables 1 and 2 of the Staff Report.

Table 1: City Department Comments

| City Department Comments | | | | | |
|-------------------------------------|--------------------------|--------------------------|---|---|--|
| Compliant | | | City Standards and City Department Comments | | |
| Yes | No | N/A | City Code | City Standards and City Department Comments | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.C | Complete Application | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fire Department: <i>The Fire Code Official has reviewed the plans and does not have any comments or concerns regarding separation as the residential and commercial uses are existing within the building. The Fire Department will inspect the building prior to final plat and all requirements including, but not limited to, occupancy separations and smoke detection (life safety) measures shall be met.</i> | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Streets Department: <i>The conversion of the existing building into four condominium units does not qualify as a substantial improvement or impact the right-of-way.</i> | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utilities: <i>The existing building is connected to a meter served by the Ketchum Springs Water Line. As all four condominium units will be served by the same meter, the Utilities Department will charge a fee to the 320 Leadville Building Condominiums Association of Unit Owners.</i> | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Building: <i>The Building Department has reviewed the plans and does not have any comments or concerns regarding separation as the residential and commercial uses are existing within the building. The Building Department will inspect the building prior to final plat and all requirements including, but not limited to, occupancy separations and smoke detection (life safety) measures shall be met.</i> | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Planning and Zoning: <i>Comments are denoted throughout the Staff Report.</i> | | |

Table 2: Condominium Preliminary Plat Requirements

| Condominium Preliminary Plat Requirements | | | | | |
|---|--------------------------|--------------------------|------------------------------|--|--|
| Compliant | | | Standards and Staff Comments | | |
| Yes | No | N/A | City Code | City Standards and Staff Comments | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.B | The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space. | |
| | | | Staff Comments | <i>The applicant has submitted the Declaration and Covenants, Conditions, and Restrictions of the 320 Leadville Building Condominiums, which has been included as Attachment C to the Staff Report. The bylaws and CC&Rs submitted by the applicant regulate control and maintenance of the common and limited common areas. As a four-unit, mixed-use building in downtown Ketchum, the subdivision does not include recreational facilities or open space. The subdivider shall submit to the Planning & Building Department a final copy of the document and file such document prior to recordation of the final plat.</i> | |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.D | All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit. |
| | | | Staff Comments | <p><i>The existing building does not include a garage. The existing development contains five (5) off-street parking spaces accessed from the adjacent alley. The preliminary plat dedicates three (3) uncovered parking spaces to the commercial units and two (2) covered parking spaces to each residential unit.</i></p> <p><i>As the condominium subdivision does not propose a change of use or the expansion of the existing building, off-street parking requirements are not applicable to the development. While not applicable, the existing off-street parking complies with off-street vehicle parking requirements (KMC §17.125.040). Each residential unit is allocated one parking space, which complies with the number of parking spaces required for residential units between 751 sq ft to 2,000 sq ft in the CC Zone(KMC §17.125.040.B). Non-residential uses are required to provide 1 space per 1,000 gross sq ft. As basements are not included in the gross floor area calculation, the allocation of 1 parking space for Commercial Unit 101 and 2 parking spaces for Commercial Unit 102 also complies with KMC §17.125.040.B. In the CC Zone, the first 5,500 gross sq ft of retail trade is exempt from providing off-street parking (KMC §17.125.040.C.1c).</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.E | Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit. |
| | | | Staff Comments | <p><i>Storage areas for boats, campers, and trailers are not required or provided due to the characteristics of the existing development, which is a three-story mixed-use building located in the Community Core.</i></p> <p><i>All four condominium units provide adequate interior storage space for personal property.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.F | A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas. |
| | | | Staff Comments | <p><i>According to the proposed preliminary plat and associated CC&Rs, the common area consists of mechanical areas, central service equipment and associated materials, and building areas outside of the units that are not designated as limited common area (LC) on the plat, such as foundations, , perimeter and supporting walls, chimneys, windows, entrances and exits, and balconies:</i></p> <p style="text-align: center;">ARTICLE 6 <u>COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES</u></p> <p>6.1 <u>Common Areas.</u> All area outside of the Units that is not designated as Limited Common Area on the Plat, is Common Area, including:</p> <ul style="list-style-type: none"> (a) Those areas designated on the Plat as Mechanical Areas. (b) The foundations, columns, girders, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the units, including pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith, whether located exclusively within the boundaries of any Unit or Units or not, are Common Area. |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|---|
| | | | | <i>Due to the characteristics of the existing development and the nature of the common area a dedicated room for maintenance supplies is not required.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.G | The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access. |
| | | | Staff Comments | <i>The development consists of an existing building located on a 5,500 sq ft Ketchum Townsite lot within the Community Core. The usable “open space” consists of hardscape designated for surface level parking and pedestrian connectivity adjacent. Locating building sites in order to maximum privacy and solar access is not applicable as the building existing.</i> <i>The subdivider has designated outdoor terraces as limited common area for both residential units. The second-floor terraces are sited on the front façade adjacent to Leadville Avenue and the third-floor terraces face the alley. The limited common areas dedicated to the owners of the units are both useable and convenient to the residents of the condominium subdivision.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.060.H | All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions. |
| | | | Staff Comments | <i>All other provisions have been met.</i> |

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission recommend approval of the 320 Leadville Building Condominiums Preliminary Plat to the City Council, subject to conditions 1-7 below.

RECOMMENDED MOTION

"I MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE 320 LEADVILLE BUILDING CONDOMINIUMS PRELIMINARY PLAT, WITH CONDITIONS 1-7."

RECOMMENDED CONDITIONS

1. The Covenants, Conditions, and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning, and Public Works departments of the City of Ketchum shall be met.

Attachment A.

Application



City of Ketchum
Planning & Building

| OFFICIAL USE ONLY | |
|--------------------|---------|
| Application Number | P18-136 |
| Date Received | 11-2-18 |
| By: | MP |
| Fee Paid: | 21000 |
| Approved Date: | |
| By: | |

Subdivision Application

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

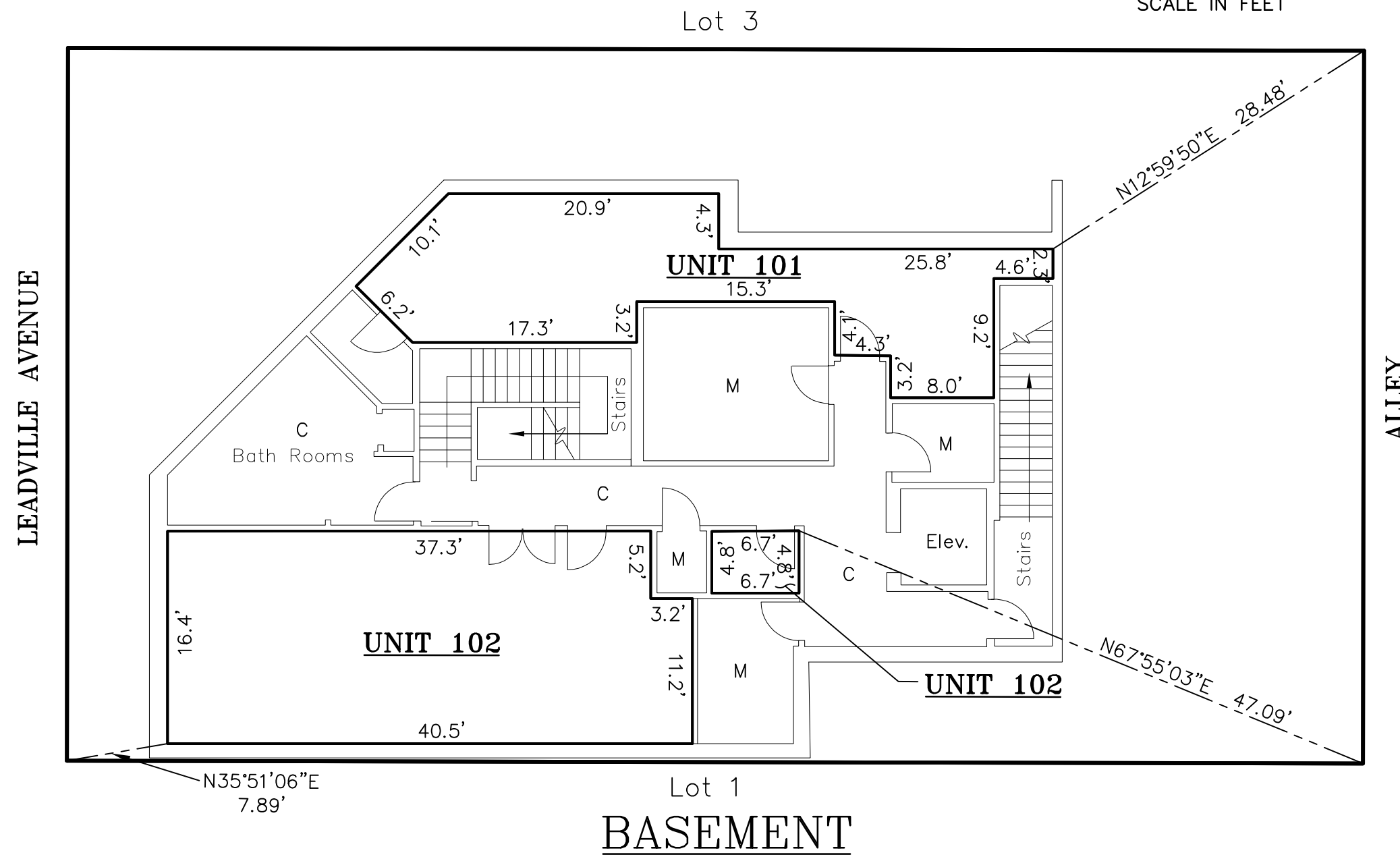
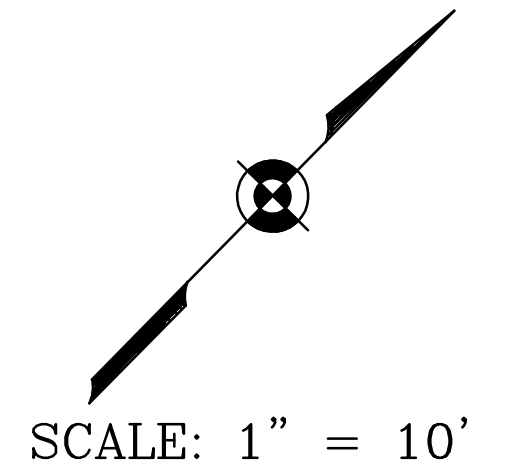
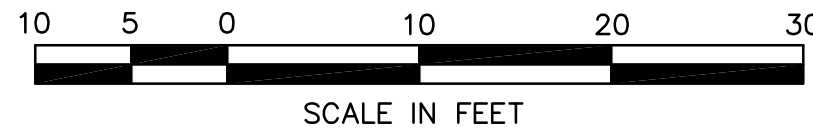
| APPLICANT INFORMATION | | | |
|--|-------------------------------|------------------------------|------------------------------------|
| Name of Proposed Subdivision: 320 Leadville Building Condominiums | | | |
| Owner of Record: TASZO LLC c/o Sandor Szombathy | | | |
| Address of Owner: PO Box 2996; Ketchum, Idaho 83340 | | | |
| Representative of Owner: Sean Flynn PE, Galena Engineering; 317 N. River St., Hailey, Idaho 83333 | | | |
| Legal Description: Lot 2, Block 24, Ketchum Townsite | | | |
| Street Address: 320 North Leadville Avenue, Ketchum | | | |
| SUBDIVISION INFORMATION | | | |
| Number of Lots/Parcels: 1 Lot / 4 Condominium Units | | | |
| Total Land Area: 0.13 Acres | | | |
| Current Zoning District: CC, SubDistrict A | | | |
| Proposed Zoning District: Same | | | |
| Overlay District: Festival | | | |
| TYPE OF SUBDIVISION | | | |
| Condominium <input checked="" type="checkbox"/> | Land <input type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet: None | | | |
| Easements to be dedicated on the final plat: None | | | |
| Briefly describe the improvements to be installed prior to final plat approval: None - Existing structure and utilities. | | | |
| ADDITIONAL INFORMATION | | | |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance | | | |
| One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations | | | |
| One (1) copy of current title report and owner's recorded deed to the subject property | | | |
| One (1) copy of the preliminary plat | | | |
| All files should be submitted in an electronic format. | | | |

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

Sean Flynn / Galena Engineering 11/2/18
Applicant Signature Date

Attachment B.
Preliminary Plat

A CONDOMINIUM PLAT SHOWING
320 LEADVILLE BUILDING CONDOMINIUMS
 BASEMENT AND FIRST FLOOR
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 OCTOBER 2018

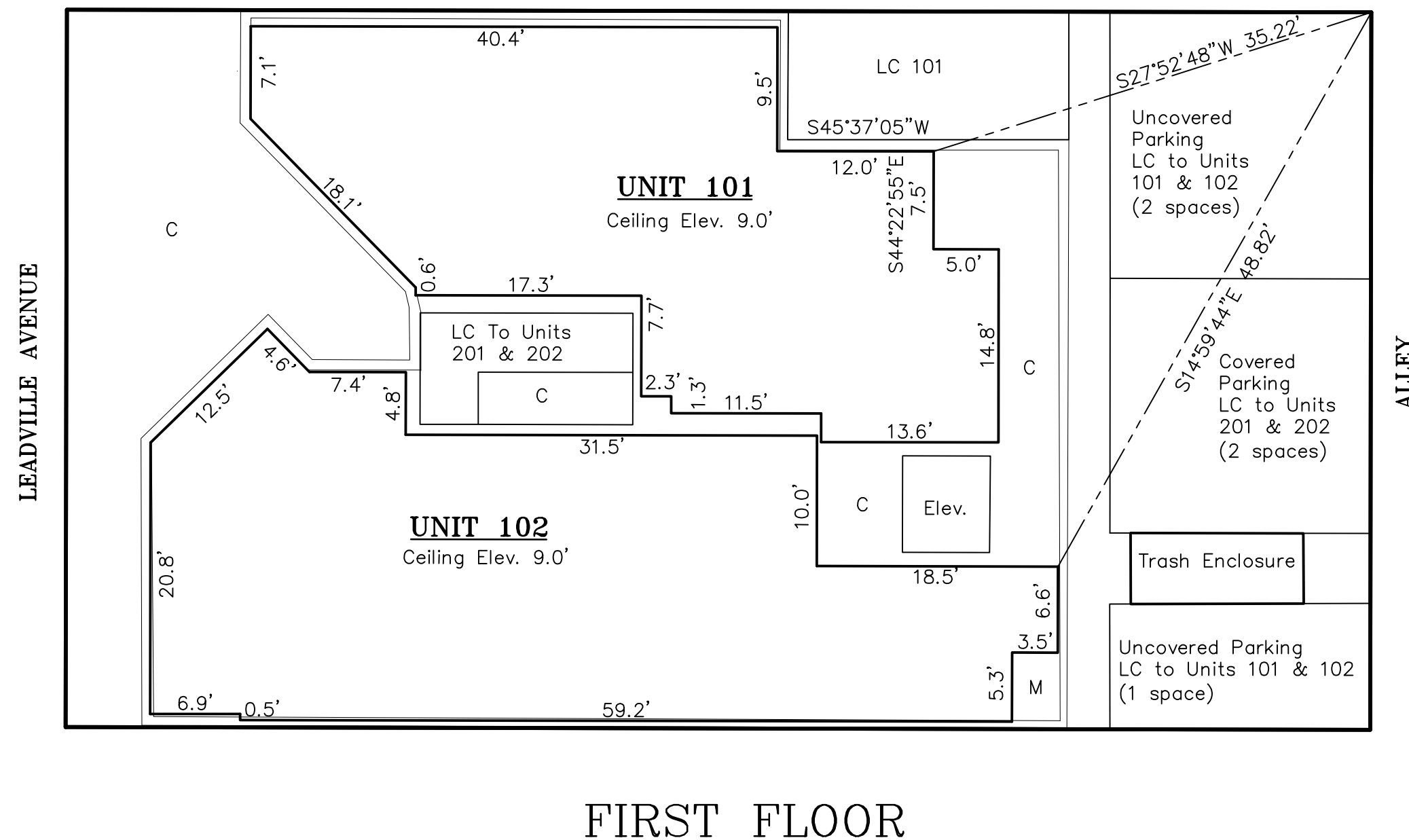


LEGEND

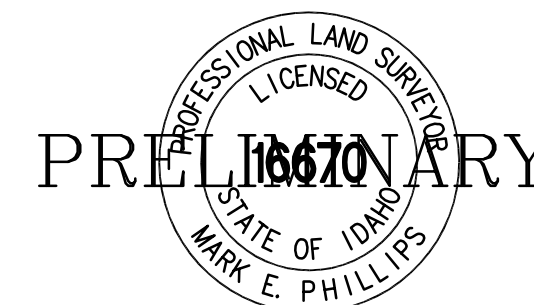
- Property Boundary
- - - Building Tie Line
- Building Outline
- Unit Boundary
- C Common Area
- LC Limited Common to Designated Unit
- M Mechanical Area

NOTES

1. In interpreting the declaration, plat or plats, and deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
2. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
3. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
4. Consult the condominium declarations for the definition of common and limited common area.
5. All area outside of units that is not designated as limited common is common area. Areas of "common" or "limited common" are shown by diagram.
6. Building ties are to the interior corners of unit walls.
7. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
8. Foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the units, including pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith, whether located exclusively within the boundaries of any unit or units or not, are common area.

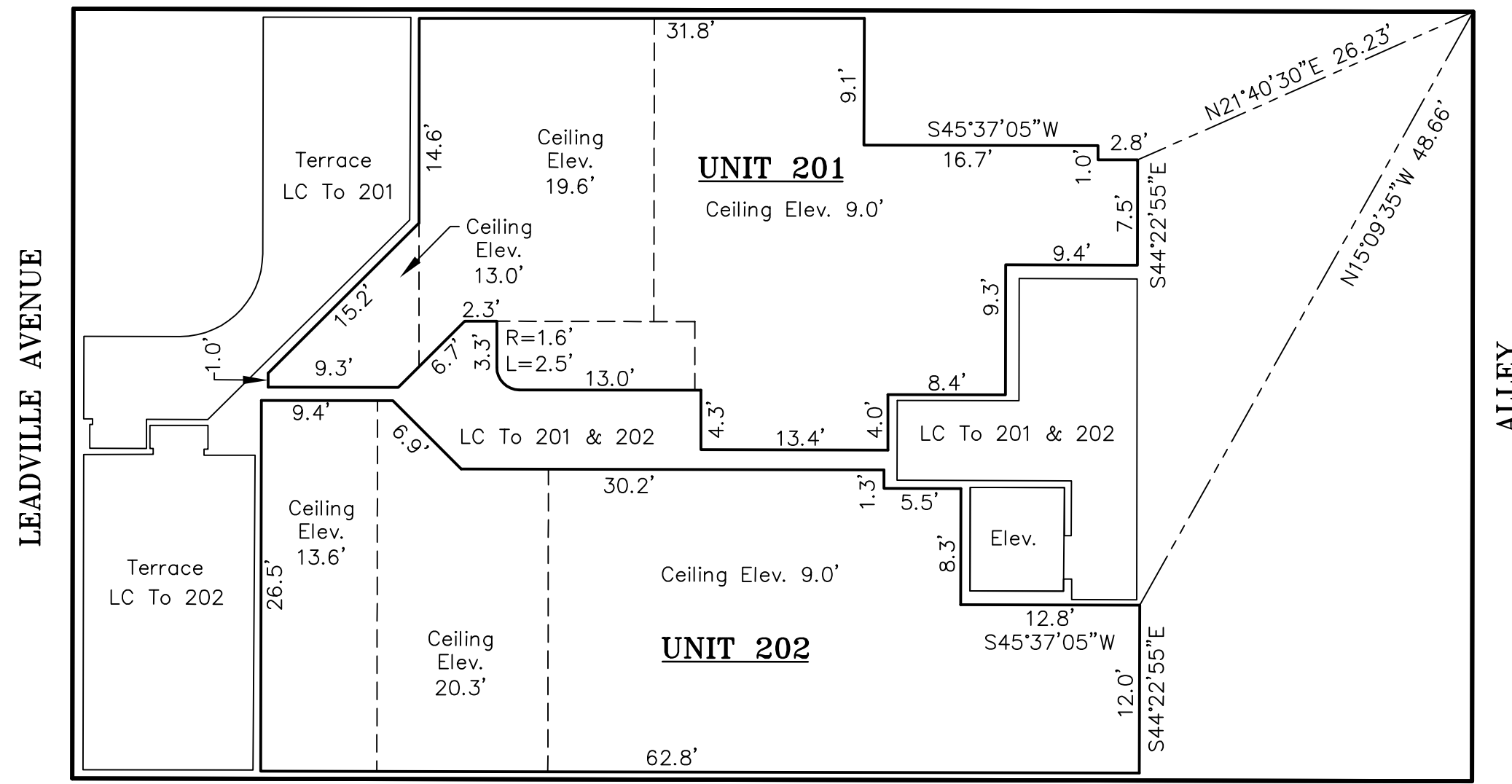
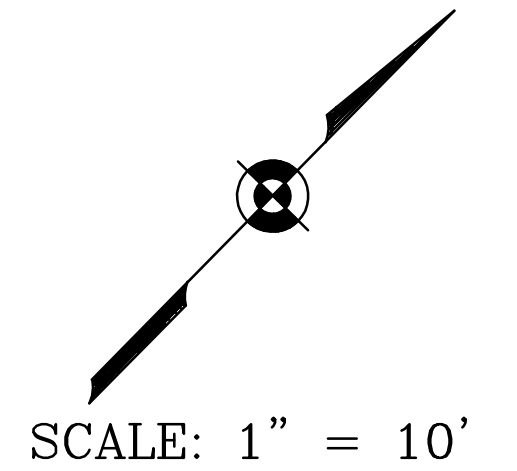
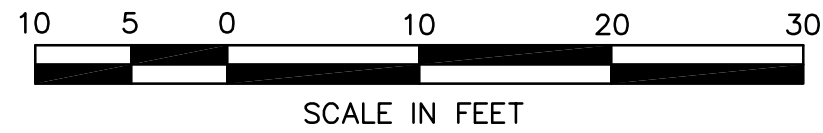


**SEE SHEET 1 FOR BOUNDARY SURVEY
 AND ADDITIONAL NOTES**

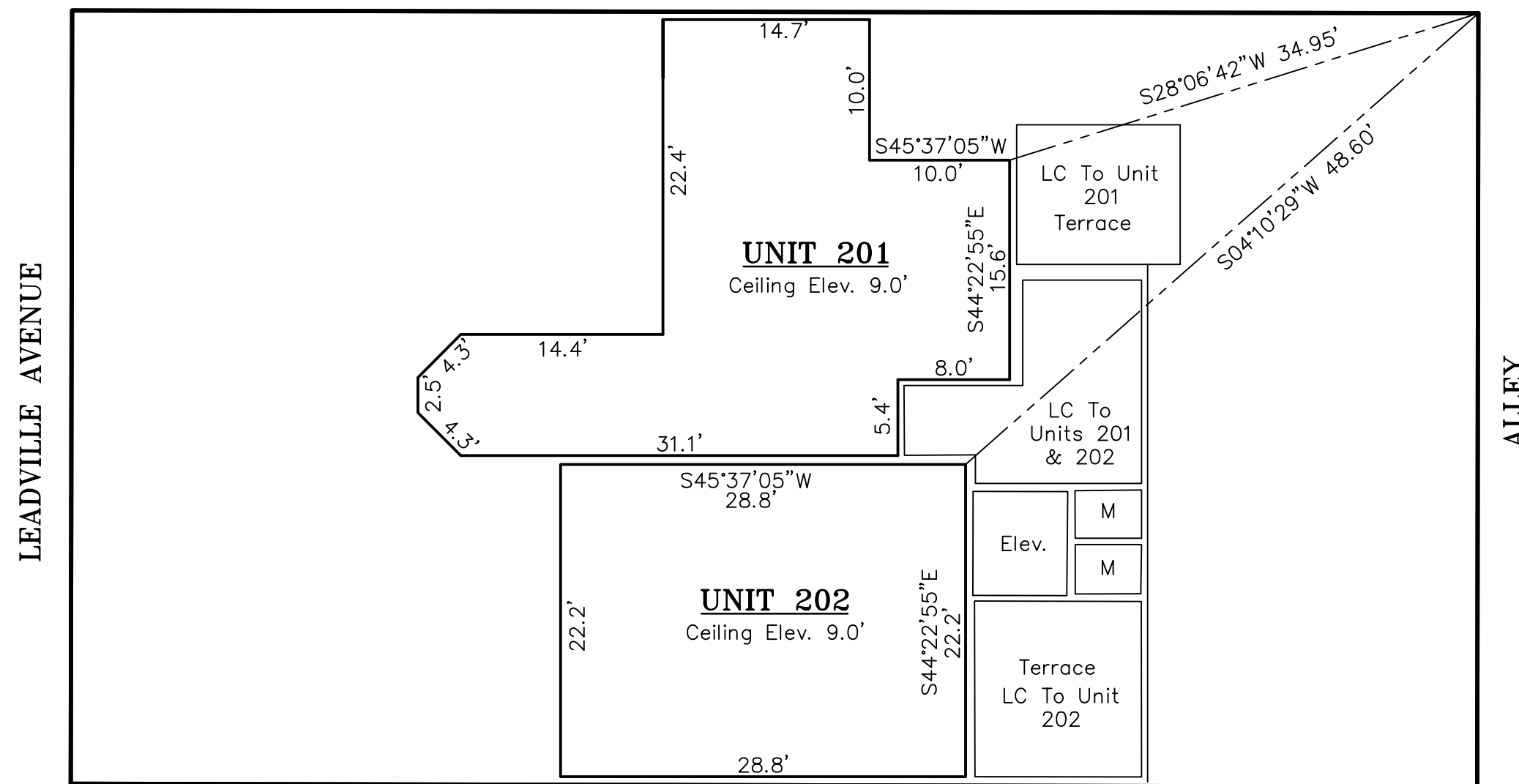


MARK E. PHILLIPS, P.L.S. 16670

A CONDOMINIUM PLAT SHOWING
320 LEADVILLE BUILDING CONDOMINIUMS
 SECOND AND THIRD FLOOR
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 OCTOBER 2018



SECOND FLOOR



THIRD FLOOR

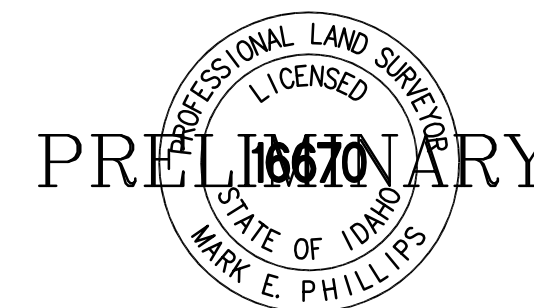
LEGEND

| | |
|----|-----------------------------------|
| | Property Boundary |
| | Building Tie Line |
| | Building Outline |
| | Unit Boundary |
| C | Common Area |
| LC | Limited Common to Designated Unit |
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SEE SHEET 1 FOR BOUNDARY SURVEY AND ADDITIONAL NOTES



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

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:
A parcel of land located in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 2, Block 24, Ketchum Townsite.

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

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

TASZO, LLC, an Idaho limited liability company

By: Sandor G. Szombathy
Its: Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared Sandor G. Szombathy, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

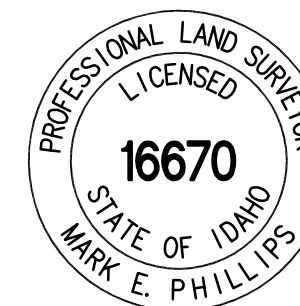
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State
Residing in _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

Sam Young, P.L.S. 11577
Blaine County Surveyor

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 20____.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

The foregoing plat was approved by the City Council of Ketchum on this on this _____ day of _____, 20____.

City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

320 LEADVILLE BUILDING
CONDOMINIUMS
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 4 OF 4
Job No. 7345

Attachment C.

Declaration and Covenants, Conditions and Restrictions of 320 Leadville Building Condominiums

**DECLARATION
AND
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
320 LEADVILLE BUILDING CONDOMINIUMS
Ketchum, Idaho**

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1 INTERPRETATION AND DEFINITIONS | 1 |
| 1.1 Liberal Construction | 1 |
| 1.2 Covenant Running With the Land | 1 |
| 1.3 Declarant is Original Owner | 1 |
| 1.4 Captions and Exhibits | 1 |
| 1.5 Rule Against Perpetuities, Etc. Not Applicable | 1 |
| 1.6 Several | 2 |
| 1.7 Conflict | 2 |
| 1.8 Governor of Owner | 2 |
| 1.9 Non Waiver | 2 |
| 1.10 Mixed Use Condominiums | 2 |
| 2 DEFINITIONS..... | 2 |
| 3 DESCRIPTION OF REAL PROPERTY AND BUILDINGS | 5 |
| 3.1 Legal Description of Real Property | 5 |
| 4 CONVERSION OF PROPERTY TO CONDOMINIUMS..... | 6 |
| 4.1.1 Interior Unit Maintenance | 6 |
| 5 DESCRIPTION OF UNITS AND BOUNDARIES..... | 6 |
| 5.2.1 Unit 101 – Commercial Unit..... | 6 |
| 5.2.2 Unit 102 – Commercial Unit..... | 6 |
| 5.2.3 Unit 201—Residential Unit | 6 |
| 5.2.4 Unit 202—Residential Unit | 7 |
| 5.3 Unit Boundaries | 7 |
| 5.3.1 Interior Space | 7 |
| 5.3.2 Not Part of the Unit | 7 |
| 5.3.3 Interpretation | 7 |
| 6 COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES..... | 7 |
| 6.1 Common Areas..... | 7 |
| 6.2 Rights in Common Area | 8 |
| 6.3 Conveyance or Encumbrance of Common Area | 8 |
| 6.4 Utility Easements | 8 |
| 6.5 Access and Use Easements | 8 |
| 6.6 Limited Common Areas..... | 8 |
| 6.7 Parking Spaces | 8 |

| | <u>Page</u> |
|--|-------------|
| 6.8 Partition Prohibited | 8 |
| 6.9 Damage by Member | 9 |
| 7 PERCENTAGE OWNERSHIP, ETC..... | 9 |
| 7.1 Percentage Ownership Interests and Voting..... | 9 |
| 7.1.1 Vote Required to Rebuild, Etc..... | 9 |
| 7.2 Service of Process | 9 |
| 8 USE OF UNITS..... | 10 |
| 8.1 Residential Units | 10 |
| 8.2 Commercial Units..... | 10 |
| 8.3 Leasing of Units..... | 11 |
| (i) Vacation Rental..... | 11 |
| 8.4 Delegation of Use..... | 11 |
| 8.5 Animals..... | 11 |
| 9 ASSOCIATION OF UNIT OWNERS AND BYLAWS | 11 |
| 9.1 Association of Unit Owners | 11 |
| 9.2 Membership..... | 12 |
| 9.3 Votes | 12 |
| 9.4 Transfer | 12 |
| 9.5 Board of Managers | 12 |
| (a) Number and Term of Board Members | 12 |
| (i) Initial Board of Managers | 12 |
| (b) Election of Board of Managers | 12 |
| (c) Removal of Manager..... | 12 |
| (d) Quorum..... | 12 |
| (e) Regular Meetings | 12 |
| (f) Special Meetings | 13 |
| (g) Action By Consent of Managers..... | 13 |
| (h) Powers and Duties | 13 |
| (i) Compensation | 13 |
| 9.6 Meeting of Members | 13 |
| (a) Annual Meeting..... | 13 |

| | <u>Page</u> |
|---|-------------|
| (b) Special Meetings | 13 |
| (c) Notice of Meeting | 13 |
| (d) Quorum | 14 |
| (e) Proxies..... | 14 |
| (f) Regular Business | 14 |
| 9.7 Officers of Association | 14 |
| (a) Titles14 | |
| (b) Election and Term | 14 |
| (i) Initial Officers..... | 14 |
| (c) Vacancy | 14 |
| (d) President | 14 |
| (e) Secretary | 15 |
| (f) Treasurer | 15 |
| (g) Compensation | 15 |
| 9.8 Rules and Regulations..... | 15 |
| 9.9 Budget, Assessment and Charges..... | 15 |
| (a) Preparation of Budget..... | 15 |
| (b) Purpose of Assessments | 15 |
| (c) Regular Assessment | 17 |
| (d) Special Assessment | 16 |
| (e) Emergency Assessments..... | 16 |
| (f) Payment of Assessments | 16 |
| (g) Certificate of Paid or Unpaid Assessments | 16 |
| (h) Transfer of Unit by Sale or Foreclosure | 17 |
| (i) Late Fee for Failure to Pay | 17 |
| 9.10 Dispute Resolution..... | 17 |
| 9.11 No Personal Liability | 18 |
| 9.12 Indemnification of Association Managers | 19 |
| 10 INSURANCE | 19 |
| 10.1 Insurance..... | 19 |
| 10.2 Insurance Proceeds..... | 20 |

| | <u>Page</u> |
|--|-------------|
| 10.3 Individual Insurance..... | 20 |
| 11 ENFORCEMENT OF DECLARATION..... | 21 |
| 12 AMENDMENT TO BYLAWS..... | 21 |
| 13 RIGHTS OF MORTGAGEES..... | 21 |
| 13.1 Rights of Mortgagees..... | 21 |
| 14 MISCELLANEOUS..... | 22 |
| 14.1 Constructive Notice and Acceptance..... | 23 |
| 14.2 Agreement or Conveyances in Violation of Declaration..... | 23 |
| 14.3 Captions..... | 23 |
| 14.4 Consistency with Federal Housing and Secondary Market Restrictions..... | 23 |
| 14.5 Amendment of Declaration..... | 23 |
| 14.6 Conflicts..... | 23 |
| 14.7 No Warranty of Enforceability..... | 23 |
| 14.8 Certificate of Owner..... | 23 |

**DECLARATION AND COVENANTS,
CONDITIONS AND RESTRICTIONS OF
320 LEADVILLE BUILDING CONDOMINIUMS
IN KETCHUM, IDAHO**

TASZO, LLC, an Idaho limited liability company (hereinafter the “Declarant”), the owner in fee simple of the real property described in Article 3 below, located in Blaine County, Idaho, with the intent to create a project which is subject to the provisions of the Idaho Condominium Property Act (Section 55-1501 et seq. of the Idaho Code), hereby submits such real property, including all easements, rights and appurtenances thereunto belonging and the buildings, improvements and structures erected or to be erected thereon (hereinafter collectively the “Property”) to the provisions of the Act, which project is to be known as the 320 Leadville Building Condominiums (hereinafter sometimes referred to as the “Condominiums”).

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

- 1.1 **Liberal Construction.** In accordance with section 55-1521 of the Act, the provisions of this Declaration shall be liberally construed to facilitate the operation of the Project.
- 1.2 **Covenant Running With the Land.** It is intended that this Declaration shall be operative as a set of covenants running with the land, binding on Declarant, its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.
- 1.3 **Declarant is Original Owner.** Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are filed of record.
- 1.4 **Captions and Exhibits.** Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.
- 1.5 **Rule Against Perpetuities, Etc. Not Applicable.** In accordance with section 55-1522 of the Act, the rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any provision of the Declaration or any conveyance or inheritance of any of the Units.

- 1.6 **Severable**. All provisions of this Declaration are severable and independent.
- 1.7 **Conflict**. In the event of a conflict between the provisions of the Declaration and any Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.
- 1.8 **Governor of Owner**. If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition of Owner in Article 2, the term "Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner, manager or trustee of any Person, who is, either alone or in conjunction with another Person or Persons, a Unit Owner.
- 1.9 **Non Waiver**. The failure of any Board in any one or more instances to insist upon the strict performance of this Declaration, or its Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or reservation, but such term, covenant, condition, restriction or reservation shall remain in full force and effect. The receipt by the Board of any delinquent Assessment from an Owner with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.
- 1.10 **Mixed Use Condominiums**. The provisions of this Declaration shall be interpreted in a manner that facilitates the administration of mixed use condominiums, avoids oppression or inequitable treatment of one component over another, supports the successful operation of the Commercial Units, preserves the value of the Residential Units, and ensures the first-class appearance of the Building exterior and Common Areas so as to retain its attraction to both Unit Owners and customers. In any dispute concerning the meaning and effect of this Declaration, the foregoing intent and purposes shall be given consideration.

ARTICLE 2 DEFINITIONS

- 2.1 **Definitions**. For the purposes of this Declaration and any amendments thereto, the following definitions shall apply:
- 2.1.1 The "Act" means the Idaho Condominium Property Act, Idaho Code, Title 55, Chapter 15, as amended.

- 2.1.2 "Association" shall mean the 320 Leadville Building Condominiums Owners Association, an Idaho unincorporated non-profit association, subject to Idaho Code Title 30, Chapter 27.
- 2.1.3 The 320 Leadville Building Condominiums is the name of the Project as defined in section 2.1.25 hereof.
- 2.1.4 "Board" means the Board of Managers of the Association as described in section 9.5.
- 2.1.5 "Building" or "Buildings" means the physical structures located on the real property described in Article 3 below.
- 2.1.6 "Bylaws" means the Bylaws of the Association set forth in Article 9 hereof.
- 2.1.7 "Commercial Units" means the Units identified or to be identified as such in this Declaration and on the Plat, or on amendments thereto, which presently are described as Units 101 and 102 thereon and in this Declaration, whose use is restricted to business and commercial purposes as stated in this Declaration. "Commercial Unit" means any one of the Commercial Units.
- 2.1.8 "Common Area" shall mean all portions of the Condominiums other than the Units. The Common Areas benefit both the Commercial Units and the Residential Units. Each Owner has an undivided interest in the Common Areas as their interest appears in this Declaration. The Common Areas are maintained and managed by and at the expense of the Association to the extent provided in this Declaration.
- 2.1.9 "Condominiums" means: (a) the property encumbered by this Declaration as submitted and divided under the Act; and (b) An estate in real property as described in the Idaho Condominium Property Act consisting of title to a separate Unit, an undivided interest in the Common Areas, and all rights and easements appurtenant thereto. The ownership of each Unit shall include: (1) the appropriate airspace; (2) an undivided interest in the Common Area equal to the percentages set forth in section 7.1; (3) exclusive use of the portion of the Limited Common Area which is appurtenant to that Unit; and (4) membership in the Association, which shall operate, maintain and control all Common Areas for the benefit of the Owners.
- 2.1.10 "Condominiums Documents" consist of this Declaration including the Plat, the Bylaws and any Rules and Regulations.
- 2.1.11 "Declarant" means TASZO, LLC, an Idaho limited liability company.

- 2.1.12 "Declaration" shall mean this Declaration.
- 2.1.13 "Deed" shall mean the type of document used to convey an Owner's interest in both a Unit and the Common Area.
- 2.1.14 "First Mortgage" shall mean a recorded real estate security instrument encumbering a Unit including, but not limited to a mortgage, deed of trust, contract or other security instrument on a Unit that has legal priority over all other mortgages thereon.
- 2.1.15 "First Mortgagee" shall mean a holder of a First Mortgage.
- 2.1.16 "Horizontal Boundaries" means the upper and lower boundaries of the Unit.
- 2.1.17 "Limited Common Areas" means those portions of the Common Areas designated in the Declaration or the Plat as Limited Common Area. Limited Common Areas shall be under the primary control and use of the owner(s) of one or more but fewer than all the units to the exclusion, limitation or restriction of others. Limited Common Areas shall be maintained as provided in this Declaration.
- 2.1.18 "Majority" means at least 51 percent.
- 2.1.19 "Mortgage" shall mean a recorded mortgage, deed of trust, contract or other security instrument by which a Unit is encumbered.
- 2.1.20 "Mortgagee" shall mean the holder, guarantor, insurer, beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by a mortgage, deed of trust, contract or other security instrument.
- 2.1.21 "Owner" shall mean the legal owner of a Unit. Where a real estate contract for the sale of a Unit has been executed, the contract purchaser and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.
- 2.1.22 "Percentage Interest" means the undivided ownership interest in the Common Areas allocated to each Unit as set forth in section 7.1.
- 2.1.23 "Person" shall mean an individual, corporation, joint venture, partnership, limited partnership, limited liability company, firm, association, trustee, or other similar entity or organization.
- 2.1.24 "Plat" or "Plats" means plans relating to the Condominiums Plat recorded pursuant to the Act whether recorded separately or as a part of this Declaration, as the same may be amended from time-to-time.

- 2.1.25 "Project" means the entirety of the property divided into condominiums.
- 2.1.26 "Property" means the land described in Article 3 hereof, together with every building, improvement and structure now and hereafter placed thereon, and every easement or right appurtenant thereto, and all personal property, if any, intended for use in connection therewith or for the use, benefit or enjoyment of the condominiums owners.
- 2.1.27 "Residential Purposes" means use for single family dwelling purposes.
- 2.1.28 "Residential Unit" means a Unit restricted to Residential Use as provided in section 8.1 of this Declaration, which presently are identified as Units 201 and 202 in this Declaration and on the Plat. "Residential Units" means both Residential Units.
- 2.1.29 "Rules and Regulations" means such rules and regulations as are promulgated by the Board of the Association from time-to-time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declarations or Bylaws.
- 2.1.30 "Undivided Interest" shall be synonymous with "Percentage Interest."
- 2.1.31 "Unit" means the separate interest in a condominium.
- 2.1.32 "Vertical Boundaries" means the side-to-side boundaries of a Unit, the boundaries opposite to the "Horizontal Boundaries."

ARTICLE 3
DESCRIPTION OF REAL PROPERTY AND BUILDINGS

- 3.1 **Legal Description of Real Property.** The real property restricted and protected by this Declaration, and upon which the Building(s) and improvements as provided in this Declaration are located, is legally described as follows:
- Lot 2 in Block 24 of the City of Ketchum, Blaine County, Idaho as shown on the official plat thereof, on file in the Office of the county Recorder.
- 3.2 The following is a description of the Building in the Project: one building, three (3) stories with a basement, of brick and stucco construction, containing four units as shown on the Plat.

ARTICLE 4
CONVERSION OF PROPERTY TO CONDOMINIUMS

4.1 By this Declaration, the Declarant is converting the existing Property to the condominium form of ownership. The Project is divided into four (4) condominium units, each consisting of a separate interest in a Unit and an undivided interest in the Common Areas as identified in this Declaration. This is a mixed use condominium, with two (2) units designated for Residential Purposes and the other two (2) units designated as Commercial Units.

4.1.1 Interior Unit Maintenance. Any Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or less the support of any portion of the Project.

ARTICLE 5
DESCRIPTION OF UNITS AND BOUNDARIES

5.1 The legal description of each Unit in the Project will be as follows:

Unit ____ as defined and depicted on the Plat of 320 Leadville Building Condominiums recorded _____, 201__, as Instrument No. _____ and in the Declaration and Covenants, Conditions and Restrictions of 320 Leadville Building Condominiums recorded on _____, 201__, as Instrument No. _____;

TOGETHER with an undivided ____ percent interest in the Common Area as provided in the above-described Plat and Declaration;

AND TOGETHER with such interest in and to the Limited Common Area as set forth in the above-described Plat and Declaration.

Located in Blaine County, State of Idaho.

5.2 Additional information regarding each Unit:

5.2.1 Unit 101 – Commercial Unit

Basement: 440
First Floor: 1168
Total: 1608

Number of parking space(s) allocated: 1

5.2.2 Unit 102 – Commercial Unit

Basement: 678
First Floor: 1407
Total: 2085

Number of parking space(s) allocated: 2

5.2.3 Unit 201—Residential Unit

Second Floor: 1205
Third Floor: 763
Total: 1968

Number of Bathrooms: 2.5

Number of Bedrooms: 2

Number of Parking Space(s) allocated: 1

5.2.4 Unit 202—Residential Unit

Second Floor: 1285
Third Floor: 639
Total: 1924

Number of Bathrooms: 2.5

Number of Bedrooms: 2

Number of Parking Space(s) allocated: 1

5.3 Unit Boundaries. The boundaries of each Unit are situated as shown on the Plat and shall consist of:

5.3.1 Interior Space. The physical boundaries of each Unit are the interior finished surfaces of the perimeter walls, top of finished sub-floors, bottom of finished ceilings, windows and doors thereof, and the Unit includes both the portions of the building so described and the airspace so encompassed.

5.3.2 Not Part of the Unit. The following are not part of the Unit: bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit.

5.3.3 Interpretation. In interpreting the Declaration, Plat or Deeds, the existing physical boundaries of the Unit as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the Declaration, Plat or Deed, regardless of

settling or lateral movement of the building and regardless of minor variance between boundaries shown in the Declaration, Plat or Deed, and the actual boundaries of Units in the Building.

ARTICLE 6

COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES

- 6.1 Common Areas. All area outside of the Units that is not designated as Limited Common Area on the Plat, is Common Area, including:
- (a) Those areas designated on the Plat as Mechanical Areas.
 - (b) The foundations, columns, girders, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the units, including pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith, whether located exclusively within the boundaries of any Unit or Units or not, are Common Area.
- 6.2 Rights in Common Area. The Common Area shall include the elements set forth in section 6.1 [and shown on the Plat]. Each Unit Owner shall have, as appurtenant to his or her Unit, an undivided interest in the Common Areas equal to the percentage set forth in section 7.1. Each Owner shall have a nonexclusive right to use all Common Areas (other than Limited Common Areas, which shall be allocated to the individual Units) in accordance with the purposes for which it is intended, without hindering the exercise of or encroaching upon the lawful rights of any other Owner(s), subject to Rules and Regulations enacted by authority of the Board as provided herein.
- 6.3 Conveyance or Encumbrance of Common Area. No conveyance or encumbrance of any Common Area shall be allowed, except that upon sale or encumbrance of a Unit, the interest in the Common Area allocated thereto shall likewise be sold or encumbered. Each undivided interest in the Common Areas is hereby declared to be permanent in character and unalterable except by amendment of this Declaration, and shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.
- 6.4 Utility Easements. Utility easements necessary to allow for access and maintenance of utilities serving Units other than the Unit they are located in are hereby granted to the Declarant and the Association.

- 6.5 **Access and Use Easements.** There are hereby reserved and created for the benefit of the Declarant and its successors, all Owners and their guests, tenants and invitees residing on or visiting the Property, and the Association and its successors, reciprocal, non-exclusive easements for access, ingress and egress over all of the Common Areas and for the use and enjoyment of all facilities thereon.
- 6.6 **Limited Common Areas.** All areas outside the Units that are designated as Limited Common Area on the Plat are Limited Common Areas reserved for the exclusive use of the Owner or Owners of the Unit or Units to which such areas are designated on the Plat.
- 6.7 **Parking Spaces.** Parking spaces are allocated to the Units as designated on the Plat.
- 6.8 **Partition Prohibited.** Except as permitted by law, the Common Areas shall remain undivided as set forth above, and no Owner shall bring any action for partition or division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Unit owned by two or more persons, and division of the sale proceeds, is not prohibited hereby (but physical partition of a single Unit is prohibited).
- 6.9 **Damage by Member.** Each Owner shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper use of such Common Area by the Owner or by any family member, guest, tenant, or invitee of the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association. The cost of correcting the damage, to the extent not reimbursed to the Association by insurance, shall be a Special Assessment against the Unit and may be enforced as provided herein for the enforcement of other Assessments.

ARTICLE 7
PERCENTAGE OWNERSHIP, ETC.

- 7.1 **Percentage Ownership Interests and Voting.** The Percentage Interest of each of the four Units in the Common Areas for purposes of: (a) tax assessments under Section 55-1514 of the Act and (b) liability as provided by Section 55-1515 of the Act; and votes of the Owners , are allocated to each Unit as follows:

| <u>Unit</u> | <u>Common Elements</u> | <u>Common Expenses</u> | <u>Votes</u> |
|-------------|------------------------|------------------------|--------------|
| 101 | 21.20% | 21.20% | 1 |
| 102 | 27.49% | 27.49% | 1 |
| 201 | 25.95% | 25.95% | 1 |
| 202 | 25.37% | 25.37% | 1 |

7.1.1 Vote Required to Rebuild, Etc. It shall require a unanimous vote by the Unit Owners to determine whether to rebuild, repair, restore or sell the Property in the event of damage, taking or destruction of all or part of the Property.

7.2 Service of Process. Sandor G. Szombathy, whose address is 134 Hyndman View Drive, Hailey, Idaho, is designated to receive service of process in any action relating to the Common Areas and facilities pursuant to Section 55-1512 of the Idaho Code. Should Sandor G. Szombathy resign or no longer be able to serve, at the discretion of the Association, the Association may name another person and address as the designee to receive such service of process by filing an Amendment to this Declaration. The Association shall cause to be filed with the Idaho Secretary of State an Unincorporated Nonprofit Association Agent Appointment form as authorized by Idaho Code Section 30-27-129.

ARTICLE 8 USE OF UNITS

8.1 Residential Units. Residential Units shall be used for Residential Purposes only. The Residential Units may be used as home offices, including the meeting and receiving of clientele, provided that such activity does not result in substantial or unreasonable foot traffic. The Residential Units may not be used for time share purposes or sold or leased on a time share basis.

8.2 Commercial Units. The Commercial Units may be used for any purpose permitted by applicable code and zoning provisions; however, the Commercial Units may not be used for timeshare purposes or sold or leased on a timeshare basis. The Owners of the Commercial Units shall have the right to change the use thereof so long as the zoning for the Property permits the proposed use, or the Owner or the Owner's agent obtains a zoning variance or other permit or approval to allow the proposed use. Notwithstanding the foregoing, the Commercial Units are subject to the following use restrictions:

8.2.1 No Commercial Unit shall be used for: (a) conducting heavy industrial or manufacturing activities; (b) wholesale or retail sales or rental of pornographic related goods or services; (c) adult motion picture theater; (d) jail; (e) taxidermy shop; (f) except for the storage of inventory in commercially reasonable quantities for sale to customers physically present in the Unit; (g) a mortuary, funeral parlor, or house of worship; (h) government offices; (i) a medical laboratory; (j) laundry; (k) dyeing or rug cleaning plant; (l) animal clinic; (m) work release center; (n) food processing; (o) dance hall; (p) musical school or studio; (q) half way house; (r) hotel, apartment hotel or motel; (s) package liquor store; (t) tavern or bar; (u) drug rehabilitation center or social service agency; or (v) wholesale or retail sales of marijuana or illicit drugs or related goods or services.

8.2.2 The delivery or shipment of merchandise, supplies, and fixtures to and from the Commercial Units shall be accomplished in a manner that shall not unreasonably interfere with the quiet enjoyment or the security of the Residential Units.

8.2.3 The Owner of any Commercial Unit shall not use or occupy the Commercial Unit nor do or permit anything to be done thereon in any manner which shall make it impossible for the Association to carry any insurance required or reasonably deemed to be necessary, or which will invalidate or unreasonably increase the cost thereof or which will cause structural injury to the Building, or which would constitute a public nuisance or which will violate any laws, regulations, ordinances or requirements of the federal, state or local governments or of any other governmental authorities having jurisdiction over the Property.

The Owner of any Commercial Unit shall pay any increase in premiums for property or liability insurance resulting from said Owner's use or occupancy of a Commercial Unit. In determining whether increased premiums are the result of the Owner's use or occupancy of its Commercial Unit, the rates and premiums determined by the organization setting the insurance premiums shall be conclusive evidence of the several items and charges which make up the insurance premiums. The Association shall deliver bills for such additional amounts to the Owner(s) of applicable Commercial Unit(s) at such times as it may elect, and the Owner(s) of said Commercial Units shall immediately pay the Association therefore.

8.2.4 The Owner of any Commercial Unit shall bear the expenses relating to any increases in electrical, gas or water service necessitated by the use of its Commercial Unit.

8.3 Leasing of Units. Any Owner may lease the Owner's Unit to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement shall relate to less than the whole of any Unit. Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to this Declaration and all Rules and Regulations. Any failure by a lessee or tenant to comply with the terms of this Declaration and/or any of the Rules and Regulations shall be a default under both the Declaration and the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions.

(i) Vacation Rental. The Owner of a Residential Unit's right to lease includes vacation rental, such as Vacation Rentals by Owner (VRBO) or similar programs, provided, however, such rental shall conform to the requirements of section 8.3 above.

- 8.4 Delegation of Use. Any Owner entitled to the right and easement of use and enjoyment of the Common Area may delegate such right to its tenants or subtenants who are occupying the Owner's Unit, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to the use or enjoyment of any part of the Common Area for so long as such delegation remains in effect. However, rights to use of the Common Area shall not be delegated to anyone who is not a bona fide tenant or occupant of the Owner's Unit, as determined by the Board.
- 8.5 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit. The Board of Managers shall institute rules regarding the keeping of pets.

ARTICLE 9
ASSOCIATION OF UNIT OWNERS AND BYLAWS

- 9.1 Association of Unit Owners. The 320 Leadville Building Condominiums Owners Association, an Idaho unincorporated non-profit association, formed pursuant to Idaho Code Title 30, Chapter 27, the members of which shall be the Owners of the four Units, is hereby designated the management body to manage and administer the Project, the administration of which shall be governed by the Bylaws set forth in this Article 9.
- 9.2 Membership. Each Owner shall be entitled and required to be a member of the Association (hereinafter "Member"). Each Owner of a Unit shall automatically, upon becoming the Owner of that Unit, be a member of the Association. No person or entity other than an Owner may be a member of the Association.
- 9.3 Votes. Each Unit shall be entitled to the number of votes specified in section 7.1. The vote for each Unit must be cast as a single vote; and the vote assigned to a particular Unit shall not be fractionalized or split. If joint owners are unable to agree how their vote shall be cast, they shall lose their right to vote on the matter in question. If the Owner of any Unit is not a natural person(s), then such Owner shall designate in writing the name and capacity of the natural person who has authority to vote for that Owner.
- 9.4 Transfer. Membership in the Association shall not be sold, assigned or transferred. However, when a Member sells a Unit, the Seller's membership rights shall transfer to the new Owner.
- 9.5 Board of Managers
- (a) Number and Term of Board Members. The Board of Managers shall consist of three (3) Managers, each of whom shall be an Owner of a Unit as follows: Two (2) of the Managers shall each be an Owner of a Residential Unit and the third Manager shall be an owner of a commercial unit. If an Owner is not a natural person, then that Owner shall designate in writing the name and capacity of the

natural person who shall serve as one of the Managers. Each Manager shall hold office for a term of one (1) year.

- (i) Initial Board of Managers. The Declarant shall appoint the initial three (3) Managers without regard to the first sentence of section 9.5(a) above.
- (b) Election of Board of Managers. The initial Board of Managers shall serve until two of the four Units have been conveyed to third parties by the Declarant, at which time Managers shall be elected by majority vote of the Members. Thereafter, the Managers shall be elected at the annual meeting of the Members.
- (c) Removal of Manager. Any Manager may be removed by a majority vote of the Members whenever, in their judgment, the best interest of the Association would be served thereby.
- (d) Quorum. The presence in person of a majority of the Managers at any meeting of the Board of Managers shall constitute a quorum. The vote of the majority of the quorum actually present at any meeting shall constitute an action of the Board of Managers.
- (e) Regular Meetings. Regular meetings of the Board of Managers shall be conducted at least annually at a time and place as may be fixed by the Board.
- (f) Special Meetings. A special meeting of the Board of Managers may be called by written notice signed by at least two of the Managers. Notice shall be provided to the other Managers and such notice shall include a description and the nature of any special business to be considered by the Board.
- (g) Action By Consent of Managers. Any action required or permitted to be taken by the Board of Managers may be taken without a meeting and if all of the Managers shall individually or collectively consent in writing to such action. Said consent may occur by electronic communication.
- (h) Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration and management of the affairs of the Association to the full extent allowed under law and as provided in this Declaration, including, but not by way of limitation, (i) the power to engage the services of a manager or managing agent or management company for the Project; (ii) the power to obtain insurance coverage for the Project; (iii) the power to levy assessments; and (iv) maintenance, repair and replacement of the common elements and payments therefore (with payment vouchers requiring the approval of a majority of the Board of Managers).

- (i) Compensation. No Manager shall be entitled to receive compensation for his or her services as Manager; but shall be entitled to reimbursement of any out-of-pocket expenses reasonably incurred on behalf of the Association and approved by the Board of Managers.

9.6 Meeting of Members

- (a) Annual Meeting. The annual meeting of the Members shall be held on the third Tuesday of September in each year, at the hour of 7:00 p.m. at the Project or at such other location as announced in the call of the meeting. The purpose of the meeting shall be to elect Managers and for the transaction of such other business as may come before the meeting. The Managers may, by majority vote, change the date and time for the annual meeting.
- (b) Special Meetings. Special meetings of the Members may be called by the President or by at least two (2) of the Managers. All special meetings shall be held at the Project or at such other location in Blaine County, Idaho, as the Members may agree upon prior to the meeting.
- (c) Notice of Meeting. Written notice stating the place, day and hour of the annual meeting of Members shall be delivered either personally or by mail to each Member entitled to vote at such meeting not less than ten (10) or more than thirty (30) days before the date of such meeting, by or at the direction of the President or Secretary or the officer or person calling the meeting. In case of a special meeting, the purposes for which the meeting is called shall be stated in the notice.
- (d) Quorum. Fifty-one percent of the voting power of the membership shall constitute a quorum for the conduct of regular business.
- (e) Proxies. At any meeting of Members, a Member entitled to vote may vote by proxy, executed in writing by the Member.
- (f) Regular Business. The regular business of the Association may be carried out by a simple majority of voting memberships present in person or by proxy at any annual, regular or special meeting, provided that a quorum is present at such meeting (either in person or by proxy).

9.7 Officers of Association

- (a) Titles. The officers shall consist of a president, a secretary and a treasurer. The Board of Managers shall elect the officers, and may also appoint such other officers as they may deem desirable. Such officers shall have the authority and perform the duties prescribed from time-to-time by the Board of Managers. Any

two or more offices may be held by the same person. Each officer shall be an Owner of a Unit, or the designee of a non-natural person who is an owner of a Unit.

(b) **Election and Term.**

(i) **Initial Officers.** The initial Board of Managers appointed by the Declarant shall appoint the officers of the Association, who shall serve until 2 out of the 4 Units shall have been conveyed to third parties by the Declarant, at which time officers shall be elected by majority vote of the Board of Managers.

(ii) Thereafter, the election of officers shall take place at the first meeting of the Board of Managers following the annual meeting of the Members. The term for the officers shall be one year unless any of said officers shall resign or be shall be removed or otherwise disqualified to serve.

(c) **Vacancy.** A vacancy in any office may be filled by appointment by the Board of Managers. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

(d) **President.** The President shall be the principal executive officer of the Association; shall preside at all meetings of the Board of Managers and of the Members; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Managers. The President must be selected from the Board of Managers.

(e) **Secretary.** The Secretary shall keep the minutes of the meetings of the Board of Managers and of the Members and shall, in general, perform all the duties incident to the office of Secretary.

(f) **Treasurer.** The Treasurer shall keep the financial records and books of account for the Association and shall have charge of and be responsible for all funds of the Association.

(g) **Compensation.** The officers of the Association shall not be entitled to compensation for their services as an officer, but shall be entitled to reimbursement of any out-of-pocket expenses reasonably incurred on behalf of the Association and approved by the Board of Managers.

9.8 **Rules and Regulations.** The Board of Managers shall have the right and power to make and enforce Rules and Regulations for the general welfare of the Project. Provided, however, that the Board of Managers may not make or enforce any rules or regulations

which are contrary to, or conflict with, this Declaration, whether now in force, or hereinafter enacted or amended.

9.9 Budget, Assessment and Charges

- (a) Preparation of Budget. Not less than thirty (30) days before the end of each calendar year, the Board of Managers shall prepare a budget for the Association for the coming year. In preparing its budget, the Board of Managers shall estimate the common expenses of the Association to be paid during the next year, make suitable accumulation of reserves, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. If, during the year the budget proves to be inadequate for any reason, including non-payment of any Owner's assessment, the Board of Managers may prepare a supplemental budget for the remainder of the year.
- (b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners; protect the value of property located in the Project; the improvement and maintenance of Common Areas; the maintenance of Limited Common areas (to the extent required in this Declaration); the payment of any taxes or special assessments which would be a lien upon the entire Project or Common Areas, and for discharge by the Association of any lien or encumbrance levied against the entire Project or Common Areas; and for the common good of the Project. Three assessments may be charged in accordance with the restrictions and requirements herein. Those assessments include: (i) regular assessments; (ii) special assessments; and (iii) emergency assessments.

Each such assessment together with any collection costs, including but not limited to any interest, costs, or attorney's fees, shall be a personal obligation of the Owner of that particular Unit. Assessments may be secured by a lien against the non-paying Member's Unit and any and all assessments shall be a constructive real covenant affecting title to real property of each Member. No Member is exempt from any liability because of waiver of use, enjoyment by abandonment of any premises or Unit, unless specifically set forth herein. The levying of assessments shall begin upon the recording of the first conveyance of a Unit.

- (c) Regular Assessment. The Board of Managers shall be empowered to assess each Unit a monthly sum as a regular assessment. Regular assessments shall be used for maintenance and improvements to the Project and any Common Areas of the Association and/or any other necessary and desirable purposes for the benefit of the Association and its Members. A portion of the regular assessment shall be held as an adequate reserve account to replace improvements and to meet unforeseen expenditures. Each Unit shall pay the same amount of monthly assessment.

- (d) Special Assessment. The Board of Managers may in addition to the regular assessment assess special assessments for the use of special facilities, equipment or services within the Project. Any proceeds collected for the use of special items shall be exclusively for that specified use and shall be kept separate and distinct from general Association funds. All special assessments shall be due at a time specified by the Board of Managers and may be enforced in the same manner as other assessments. All special assessments shall be spent exclusively for the maintenance and/or improvement of the special use for which it is meant.
- (e) Emergency Assessments. In addition to other assessments, the Board of Managers shall have emergency powers to assess an emergency assessment on Units.
- (f) Payment of Assessments. All assessments shall be paid to the treasurer of the Association within thirty (30) days of notice of assessment. Any assessment not paid within thirty (30) days from notice shall be delinquent and subject to late charges, interest charges and collection procedures (including attorney fees).
- (g) Certificate of Paid or Unpaid Assessments. Upon the request of any Owner or First Mortgagee of a particular Unit, the Board of Managers within ten (10) days of receipt of such request will furnish a statement of Owner's account in a certificate in recordable form stating the amount, if any, of unpaid assessments charged to that Unit. The certificate shall be conclusively determined by the Board and the Association as to the amount of such indebtedness as of the date of the certificate, and may be relied upon by purchasers and mortgagees of such Unit. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.
- (h) Transfer of Unit by Sale or Foreclosure. The sale or transfer of any Unit shall not affect the assessment or assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessments recorded prior to the mortgage). No sale or transfer shall release such Unit from liability for any assessments thereafter becoming due or from the lien thereof. When the first Mortgagee of record obtains title to a Unit as a result of foreclosure, such Mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued prior to the acquisition of title or possession of such Unit by such mortgagee. In a voluntary conveyance of a Unit, the grantee of the Unit shall be liable for all unpaid assessments to the Association.
- (i) Late Fee for Failure to Pay. If any part of any assessment is not paid and received by the Association within fifteen (15) days after the due date, an automatic late

charge of one and one-half percent shall be assessed for each month until all late charges are paid. When a notice of default and demand to cure has been recorded, such assessment shall constitute a lien on the subject Unit prior and superior to all other liens except: (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (ii) the lien or charge of any First Mortgage of record made in good faith and for value. Such lien may be enforced by foreclosure upon the Unit in accordance with Idaho law.

- (j) Any failure by the Board of Managers to make the budget and assessments pursuant to this section 9.9 before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.
- (k) Any notice of assessment and/or lien authorized by the Board, any extension thereof, and any satisfaction and/or release of a lien, may be signed by any one officer of the Association.
- (l) At any time subsequent to the recording of this Declaration and prior to the time the Board is required to prepare the first annual budget pursuant to section 9.9(a) above, the Board may prepare an initial budget for the Association.

9.10 Dispute Resolution. The Dispute Resolution provisions contained in this section shall not apply during the Declarant's Control Period, but shall apply at all times thereafter.

- (a) The Board of Managers and/or the Members may reach impasse on certain issues presented for decision. In the event that an impasse is reached on an issue of substantial significance to the Project, and such impasse continues for a period of thirty (30) days from the date that such matter was first presented for a vote by the Board of Managers or the Members, then the impasse shall be resolved in accordance with this section 9.10.
- (b) Upon the expiration of said thirty (30) day period after impasse is reached, but not later than thirty (30) days thereafter, any Manager or Member may initiate mediation of the issue upon which an impasse was reached (the "issue") by written notice to the other Manager or Member. If the parties cannot agree upon a mediator within ten (10) days thereafter, then mediation shall be initiated in accordance with the American Arbitration Association mediation rules. If the issue has not been resolved within thirty (30) days of the initiation of the mediation

procedure, or if the other Member or Manager refuses to participate in mediation, then the issue shall be settled by arbitration pursuant to the following subsection.

- (c) A Manager or Member may initiate arbitration pursuant to the Uniform Arbitration Act, Idaho Code Section 7-901 et. seq. as now existing or hereafter amended. A single arbitrator shall hear and determine the dispute regarding the issue. In the event the Managers and/or the Members, as the case may be, have not agreed upon an arbitrator within fifteen (15) days after service of a Notice to Arbitrate by the Manager or Member initiating the arbitration, then any party may seek appointment of an arbitrator by a judge or magistrate of the District Court for Blaine County, Idaho.

The arbitration shall be held in Blaine County, Idaho; and the arbitration shall be held no later than twenty (20) days after the appointment of the arbitrator; and the arbitrator's decision shall be rendered, in writing, within ten (10) days thereafter. The arbitrator's decision shall be binding on the parties and may be confirmed by a court having jurisdiction.

- (d) Each Manager or Member, as the case may be, shall share the mediator's fees and/or arbitrator's fees equally.

9.11 No Personal Liability

- (a) In accordance with Idaho Code section 30-27-108, any debt, obligation or other liability of the Association is solely the debt, obligation or other liability of the Association. Any member or manager of the Association is not personally liable, directly or indirectly, by way of contribution or otherwise for a debt, obligation, or other liability of the Association solely by reason of being or acting as a member or manager.
- (b) Without limiting the foregoing, so long as a member, manager, or officer of the Association, or the Declarant has acted in good faith, with ordinary and reasonable care, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this subsection (b) shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Association pursuant to Article 10. No Association member or manager shall be liable for acts, omissions or decisions of any other member or manager of the Association.

- 9.12 **Indemnification of Association Managers.** Each Board member or Association officer or Declarant shall be indemnified by the Association by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he may become involved, by reason of being in or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses or liabilities are covered by any type of insurance, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said persona will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE 10
INSURANCE

- 10.1 **Insurance.** The Board of Managers shall obtain and maintain at all times as a common expense a policy or policies of insurance providing for:
- (a) Property insurance with an "all risk" endorsement (including extended coverage – vandalism, malicious mischief, debris removal, wind storm and water damage, but excluding earthquake and flood) sprinkler leakage, and cost of demolition in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, Limited Common Areas, and the Units (including Unit Owner improvement such as carpets, drapes, built-in appliances and such items that may be part of the realty), with the Board of Managers named as insured as trustee for the benefit of the Owners and Mortgagees as their interest may appear, or such other fire and casualty insurance as the Board of Managers shall determine to give substantially equal or greater protection insuring the Owners, and their Mortgagees, as their interest may appear. Said policy or policies shall provide for separate protection for each Unit to the full insurable replacement value thereof, and a separate loss payable endorsement, in favor of a Mortgagee or Mortgagees of each Unit, if any.
 - (b) General comprehensive liability insurance insuring the Board of Managers, the Association, the Owners and Declarant against any liability to the Unit Owners, and their invitees, and/or tenants, incident to the ownership or use of the Common Areas and/or Limited Common Areas (including but not limited to owned or non-owned automobile liability, water damage, host liquor liability, liability for property of others), the liability under which insurance shall be in an amount determined by the Board of Managers after consultations with insurance consultants, but not less

than \$2 million covering all claims for personal injury and/or property damage arising out of a single occurrence. Such policy limits shall be reviewed at least annually by the Board of Managers and increased in its discretion. Such insurance shall include officers and directors legal liability. Such insurance shall contain appropriate provisions or endorsements precluding the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

(c) Such other insurance as the Board of Managers deems advisable.

- 10.2 Insurance Proceeds. Insurance proceeds for damage or destruction to any part of the Project shall be paid to the Board of Managers on behalf of the Association which shall segregate such proceeds from other funds of the Association. The Association acting through its Board of Managers shall have the authority to settle and compromise any claim under insurance obtained by the Association and the insurer may accept a release and discharge of liability made by the Board of Managers on behalf of the named insureds under the policy.
- 10.3 Individual Insurance. Each Unit Owner shall obtain personal liability insurance of not less than \$300,000 per occurrence and may obtain additional insurance respecting such Owner's Unit and/or the contents thereof at the Owner's own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount which the Board of Managers, on behalf of all of the Owners, will realize under any insurance policy which the Board of Managers may have in force on the condominiums at any particular time.
- 10.4 In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with any insurance purchased by individual Unit Owners, occupants, or Mortgagees.
- 10.5 Premiums for all insurance obtained by the Association shall be included in the regular assessment provided for in section 9.9 (c) hereof.

ARTICLE 11 ENFORCEMENT OF DECLARATION

- 11.1 The Association shall be primarily responsible for the enforcement of the Declaration; however, nothing herein shall prohibit any interested Owner from independently taking action to enforce the Declaration. The definitions, duties and rights specified in the Declaration, as well as in the Covenants, shall guide the management of the Association and shall guide in the interpretation of these Bylaws.

ARTICLE 12
AMENDMENT TO BYLAWS

- 12.1 The Bylaws of this Association may be altered, amended, or new Bylaws adopted at any regular meeting or at any special meeting of the Members thereof, by the affirmative vote of a majority of the total membership.

ARTICLE 13
RIGHTS OF MORTGAGEES

- 13.1 **Rights of Mortgagees.** In order to induce lenders and lending agencies to participate in the financing of the sale or ownership of Units within the Project, this section 13 is included in this Declaration.
- (a) Notwithstanding any other provision of the Declaration, no amendment or violation of the Declaration shall operate to defeat or render invalid the rights of any mortgagee of a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Unit shall remain subject to this Declaration.
 - (b) Each First Mortgagee of a mortgage encumbering any Unit which obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims or unpaid assessments or charges against such Unit, but subject to all assessments levied thereafter.
 - (c) First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual unaudited financial reports and other financial data; (3) receive written notice of all meetings of the Members of the Association; and (4) designate, in writing, a representative to attend all such meetings.
 - (d) Each Owner hereby authorizes the First Mortgagee of a first mortgage on his or her Unit to furnish information to the Board of Managers concerning the status of the first mortgage and the loan which it secures.
 - (e) Owners shall have the right to amend the Declaration in accordance with section 14.5 hereof, subject to the rights of First Mortgagees to participate in the amendment process as provided in this subsection. Amendments of a material nature shall be agreed to by (1) the Declarant (so long as Declarant is an Owner); (2) Owners representing at least 51 percent of the total votes in the Association; and (3) First Mortgagees representing at least 51 percent of the votes of Units that

are subject to mortgages held by first mortgagees. A change in the Declaration which would affect provisions regarding any of the following would be considered as material:

- Voting rights;
- Reallocation of rights to use the Common Area;
- Boundaries of any Unit;
- Restrictions on an Owner's right to sell or transfer his or her Unit;
- Provisions that expressly benefit mortgage holders, insurers or guarantors;

In any case where the approval of a First Mortgagee may be required for a proposed amendment of this Declaration, such approval shall be implied by the failure of the First Mortgagee to submit a response to the proposal within thirty (30) days after the proposal is sent to the First Mortgagee.

- (f) This Declaration shall be interpreted in conformity with all rules, regulations and requirements of institutional mortgage holders, including, but not limited to Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration, applicable to conventional mortgages on condominiums, in effect as of this date, or as hereafter amended, and any provision hereof which is inconsistent therewith shall be deemed modified to conform thereto. The Bylaws and Rules and Regulations of the Board shall be governed by this Declaration and all provisions thereof which are inconsistent herewith shall be void. Further, the Board of Managers shall have the authority, on behalf of all Unit Owners, to authorize the president of the Association to execute an amendment to this Declaration amending the provisions contained in this Article 13 for the benefit of Mortgagees in order to bring them within the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration or Federal Housing Administration.

ARTICLE 14 MISCELLANEOUS

- 14.1 Constructive Notice and Acceptance. Upon recording of this Declaration, every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has conclusively consented and agreed to every covenant, condition and restriction of this Declaration. This conclusive acceptance shall occur regardless whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

- 14.2 Agreement or Conveyances in Violation of Declaration. Any deed, lease, conveyance, contract or other instrument or action in violation of this Declaration shall be void and may be set aside by the Declarant or the Association.
- 14.3 Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.
- 14.4 Consistency with Federal Housing and Secondary Market Restrictions. This Declaration is intended to be consistent with federal and state laws and regulations as may be required for the lending of money for homes and for the sale of mortgages upon such homes in the secondary mortgage market. In the event of any conflict between this Declaration and any federal and state guidelines, then Declarant may unilaterally, at Declarant's sole option, amend the conflicting provision in order to eliminate the conflict.
- 14.5 Amendment of Declaration. This Declaration and/or the Plat may, prior to the first sale of a Unit, be amended or revoked by a subsequently recorded instrument executed and acknowledged in accordance with Idaho Code Section 55-1504. Subsequent to the first sale of a Unit, the Declaration and/or Plat may be amended by the majority vote or written consent of the Members of the Association, and the recordation of any instrument(s) as may be required.
- 14.6 Conflicts. Should any provision of this Declaration be declared invalid or conflict with laws of the state of Idaho or Blaine County, the validity of all other provisions shall remain unaffected and in full force and effect.
- 14.7 No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold Declarant harmless therefrom.
- 14.8 Certificate of Owner. The signature by the Declarant of this Declaration constitutes the certificate by the record owner of the Property consenting to the recordation of this Declaration, and the Plat pursuant to Idaho Code section 55-1504(c)(iii).

Dated this ____ day of _____ 2018.

DECLARANT:

TASZO, LLC

By: _____
SANDOR G. SZOMBATHY, Manager

STATE OF IDAHO)
 : ss.
County of Blaine)

On this ____ day of _____, 2018, before me personally appeared SANDOR G. SZOMBATHY, to me known to be, or having satisfactory evidence that he is the Manager of TASZO, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

NOTARY PUBLIC in and for Idaho
Residing at: _____
My commission expires: _____



City of Ketchum

January 28, 2019

Ketchum Planning & Zoning Commission
City of Ketchum
Ketchum, Idaho

Recommendation to hold a public hearing and approve the Community Library Design Review Application #19-003 for Building & Landscaping Modifications along Northwest Portion of applicant's property

Recommendation and Summary

Staff is recommending the Commission adopt the following motion:

Move to approve Design Review Application #19-003 for the Community Library Outdoor Landscaping and Building Modifications and authorize the Chair to sign subject findings at the conclusion of the hearing.

The reasons for the recommendation are as follows:

- The proposed modifications meet city design review standards as set forth in §17.96 of the Ketchum Municipal Code.
- Condition 14 of the Approved April 12, 2018 Community Library Renovation & Expansion Findings of Fact is satisfied with approval of this application.

Analysis

Applicant has provided a design review application and attendant drawings for modifications to the landscaping & building along the northwest portion of the library property. See Attachment A.

At city's request, Applicant has also applied for and received Ketchum Urban Renewal Agency (KURA) funding to construct an extension of the 4th Street Heritage Corridor between Walnut and Spruce Streets adjacent the applicant's property. See Attachment B. Subject design modification negates the need for the sidewalk easement previously noted in Condition 13 of the April 12, 2018 Community Library Renovation & Expansion Findings of Fact.

A *draft* set of findings of fact for Design Review Application #19-013 that reflects the aforementioned landscaping, building, and various exterior modifications is attached. See Attachment C.

Attachments

- A- Applicant's 1/4/2019 Design Review Application, Landscaping Concept Plan (Sheets L-1.1 & L-1.2), and Roof Plan & Eave Details (Sheet A-103A, dated 1/2/2019)
- B- Fourth Street / Heritage Corridor Design as approved for funding by the KURA (*no commission action required - reference purposes only*)
- C- January 28, 2019 Findings of Fact for Design Review Application #19-003

Attachment 1



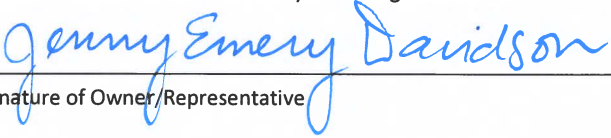
**City of Ketchum
Planning & Building**

| OFFICIAL USE ONLY |
|------------------------------------|
| File Number: |
| Date Received: |
| By: |
| Pre Application Fee Paid: |
| Design Review Fee Paid: |
| Approved Date: |
| Denied Date: |
| By: |
| ADRE: Yes <input type="checkbox"/> |

Design Review Application

| APPLICANT INFORMATION | | | |
|--|---------------|---|---------------------------|
| Project Name: Renovation and Expansion of the Community Library | | Phone: (208) 726-3493 | |
| Owner: Community Library Association | | Mailing Address: PO Box 2168 Ketchum ID 83340 | |
| Email: jdavidson@comlib.org | | | |
| Architect/Representative: Humphries Poli Architects | | Phone: (303) 607-0040 | |
| Email: DHumphries@HPARCH.COM | | Mailing Address: 1655 Grant Street Denver CO 80203 | |
| Architect License Number: AR-985762 | | | |
| Engineer of Record: Benchmark Assocaites PA | | Phone: (208) 726-951 | |
| Email: svgeotech@gmail.com | | Mailing Address: PO Box 733 Ketchum ID 83340 | |
| Engineer License Number: 9392 | | | |
| <i>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.</i> | | | |
| PROJECT INFORMATION | | | |
| Legal Land Description: Lot 1B, Block 89 of KETCHUM TOWNSITE BLOCK 89 | | | |
| Street Address: 415 Spruce Street Ketchum ID 83340 | | | |
| Lot Area (Square Feet): 53,598 | | | |
| Zoning District: CC | | | |
| Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain | | | |
| Type of Construction: <input type="checkbox"/> New <input checked="" type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodel <input type="checkbox"/> Other | | | |
| Anticipated Use: Library | | Number of Residential Units: | |
| TOTAL FLOOR AREA | | | |
| | Proposed | Existing | |
| Basements | 3,856 | 3,856 | Sq. Ft. |
| 1 st Floor | 23,834 | 21,719 | Sq. Ft. |
| 2 nd Floor | | | Sq. Ft. |
| 3 rd Floor | | | Sq. Ft. |
| Mezzanine | 881 | 881 | Sq. Ft. |
| Total | 28,571 | 26,456 | Sq. Ft. |
| FLOOR AREA RATIO | | | |
| Community Core: .53 | | Tourist: | General Residential-High: |
| BUILDING COVERAGE/OPEN SPACE | | | |
| Percent of Building Coverage: .44 | | | |
| DIMENSIONAL STANDARDS/PROPOSED SETBACKS | | | |
| Front: greater than 5' average | Side: N/C | Side: N/C | Rear: N/C |
| Building Height: less than 30' | | | |
| OFF STREET PARKING | | | |
| Parking Spaces Provided: 17 including 2 ADA | | | |
| Curb Cut: | Sq. Ft. | 12 | % |
| WATER SYSTEM | | | |
| <input checked="" type="checkbox"/> Municipal Service | | <input type="checkbox"/> Ketchum Spring Water | |

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

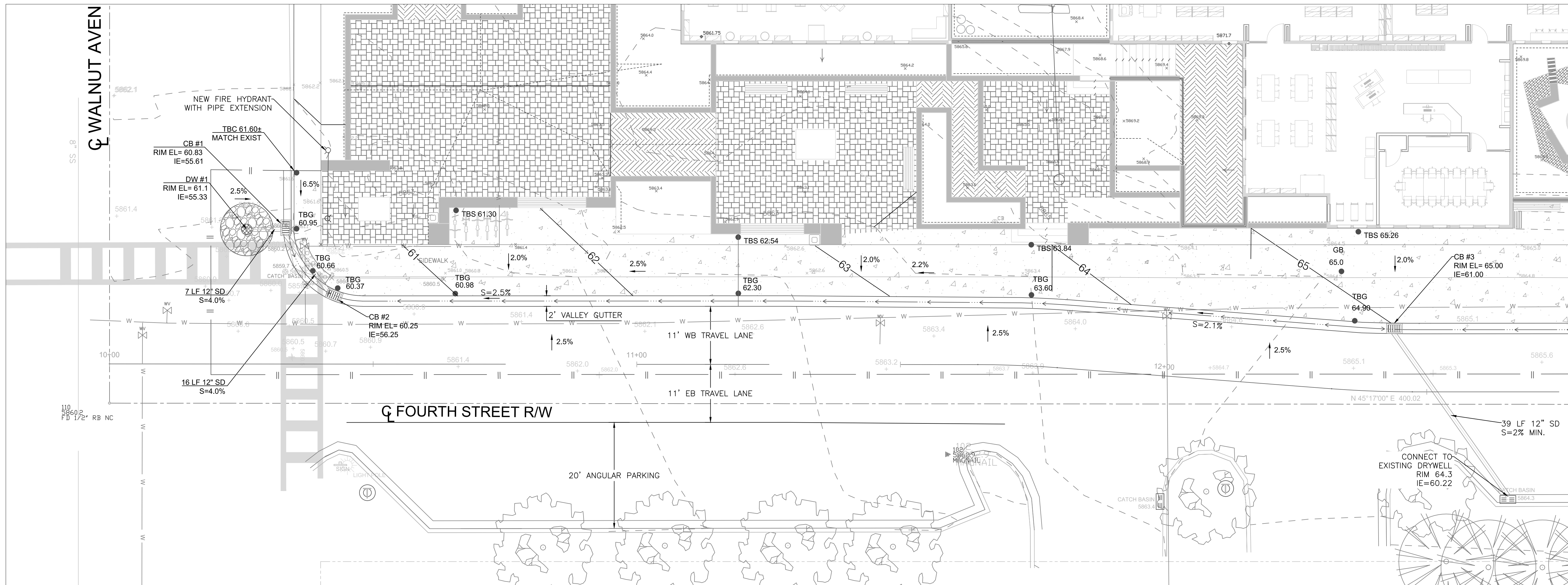


Signature of Owner/Representative

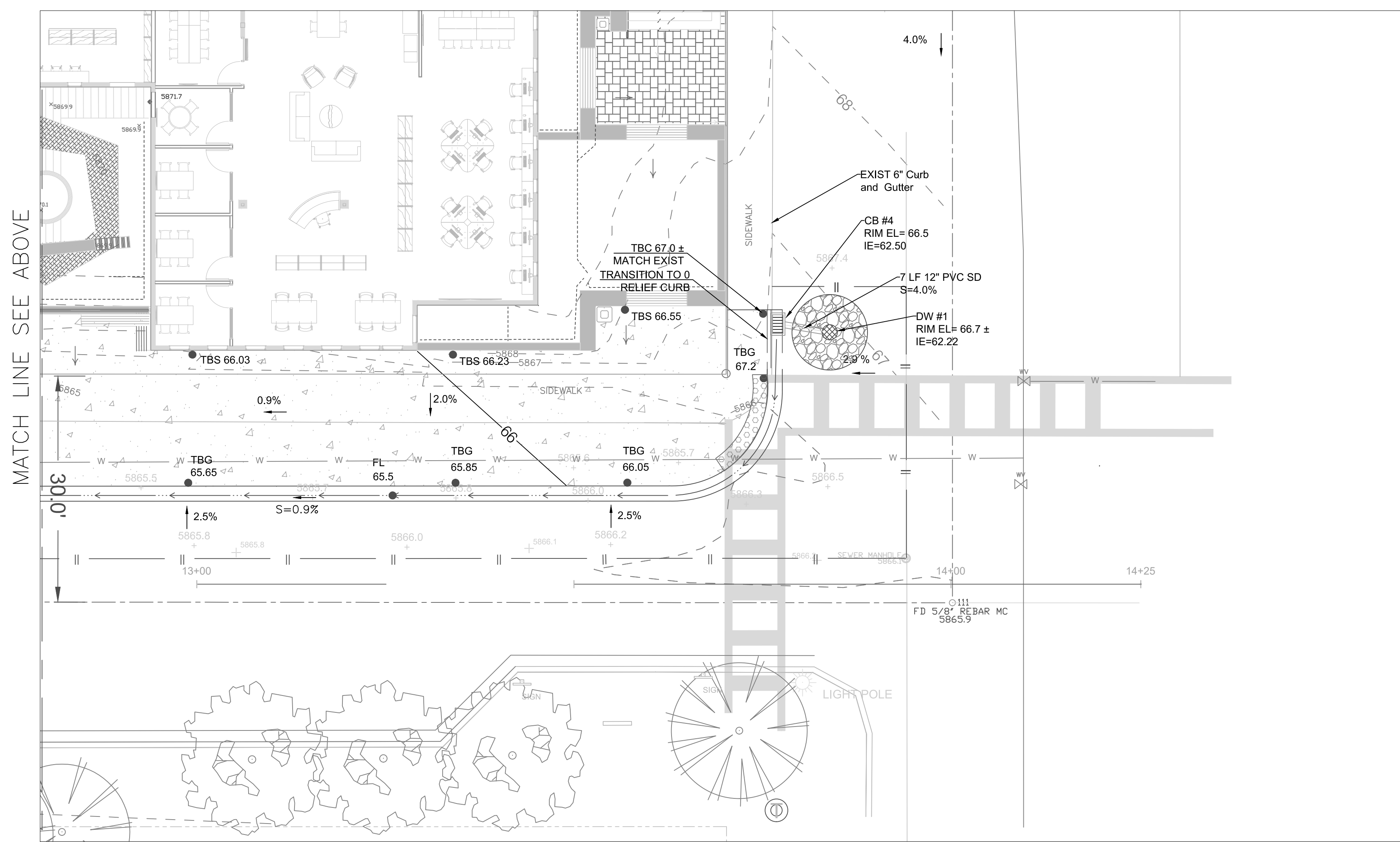
January 4, 2019

Date

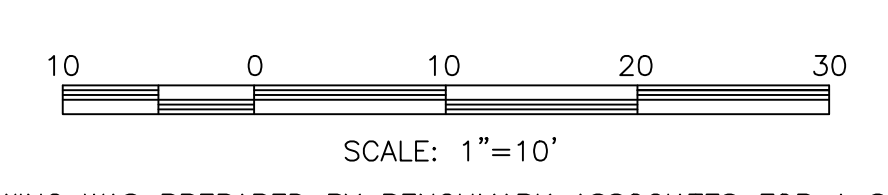
Attachment 2



MATCH LINE SEE BELOW



MATCH LINE SEE ABOVE



THIS DRAWING WAS PREPARED BY BENCHMARK ASSOCIATES FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BENCHMARK ASSOCIATES AND BENCHMARK ASSOCIATES' CLIENT IS GRANTED.

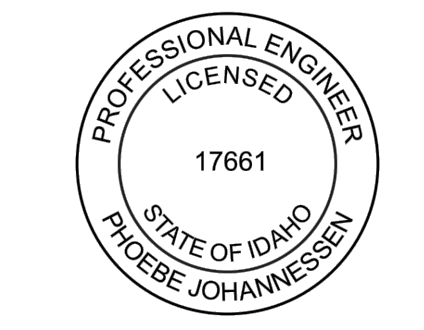
PREPARED BY: BENCHMARK ASSOCIATES
 P.O. BOX 733, KETCHUM, ID 83340
 (208) 726-9512 ; (FAX) 726-9514

GRADING & DRAINAGE NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGLINE UTILITY LOCATE TO MARK ALL EXISTING UTILITIES.
2. ANY REVISION OF THE DRAINAGE PLAN SHOULD BE REVIEWED BY THE ENGINEER.
3. THE CONTRACTOR SHALL CONTACT THE KETCHUM STREET DEPARTMENT PRIOR TO CONSTRUCTION.
4. THE KETCHUM STREET DEPARTMENT WILL PROVIDE MATERIALS FOR DRYWELLS CONSTRUCTED IN THE RIGHT-OF-WAY.

LEGEND

| | | |
|-----------------------------|--|--|
| CONTOUR MAJOR | | |
| CONTOUR MINOR | | |
| VALLEY GUTTER | | |
| 6" VERTICAL CURB AND GUTTER | | |
| SIDEWALK | | |
| RAMP DETECTABLE WARNING | | |
| WHEELCHAIR RAMP | | |
| WATER MAIN | | |
| FIRE HYDRANT ASSEMBLY | | |
| SANITARY SEWER MAIN | | |
| SEWER MANHOLE | | |
| STORM SEWER/CULVERT | | |
| CATCH BASIN | | |
| DRYWELL | | |
| SOLID LANE LINE | | |
| PARKING STRIPE | | |
| CROSSWALK LINE | | |
| CONCRETE HATCH | | |
| PLANT MIX PAVEMENT | | |
| SAWCUT LINE | | |



| REVISIONS | DATE | BY |
|-------------|------|----|
| No. | | |
| DESCRIPTION | | |



BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 100 BELL DRIVE
 KETCHUM, IDAHO 83340
 (208) 726-9512
 (FAX) 726-9514
 WEB: www.benchmark-associates.com
 MAIL: mail@bma5b.com

4TH STREET KURA IMPROVEMENTS
 T4N, R18E, SEC 18, B.M.,
 BLAINE COUNTY, IDAHO
 PREPARED FOR: THE CITY OF KETCHUM
 PLOT FILE: 17149 GRADING.DWG

DRAWN BY: PLJ
 DESIGNED BY: PLJ
 CHECKED: -
 DATE: 12-06-18
 PROJECT NO.: 17149

SHEET NUMBER
C-1.1

Attachment 3



City of Ketchum
Planning & Building

| | | |
|------------------------|---|--|
| IN RE: |) | |
| |) | |
| Community Library |) | KETCHUM PLANNING AND ZONING COMMISSION |
| Design Review |) | FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Date: January 28, 2019 |) | DECISION |
| |) | |
| File Number: #19-003 |) | |

PROJECT: Community Library - NW Landscaping & Additional Exterior Building/Site Modifications

FILE NUMBER: #19-003

OWNERS: Community Library Association

REPRESENTATIVE: Humphries Poli Architects and Clemens & Associates

REQUEST: Design Review approval for Northwest Landscaping and Additional Exterior Building/Site Modifications

LOCATION: 415 N. Spruce Avenue
(Lot 1B, Block 89, Ketchum Townsite)

NOTICE: Notice was published in Idaho Mountain Express and mailed to adjacent property owners on January 16, 2019.

ZONING: Community Core Urban Residential Sub-district (CC-C)

BACKGROUND:

The Community Library requested Design Review approval for exterior alterations and landscaping on Lot 1B of Block 89, Ketchum Townsite consistent with its Design Review approval for permit #18-008, as approved in April 2018. On January 28, 2019 the Ketchum Planning and Zoning Commission conducted an on-site and held a special hearing to review proposed landscaping and other exterior modifications affecting the applicant’s property (Lot 1B, Block 89, Ketchum Townsite) and adjacent city right of way. The Commission took public comment and approved subject improvements, including specific landscape and building changes proposed between the children’s library and Lot 2B, Block 89, Ketchum Townsite at the northwest corner of the property. In particular, the Commission’s review was consistent with Condition #14 of the April 12, 2018 adopted Findings.

ANALYSIS:

Analysis of the application is provided in Tables 1-5, including the project’s compliance with the City of Ketchum 2014 Comprehensive Plan and Community Core Urban Residential Sub-district (CC-C) dimensional standards and regulations, and other provisions of Ketchum City Code.

COMPREHENSIVE PLAN ANALYSIS:

The Commission finds that the Community Library Renovations and Expansion project is consistent with the uses, goals, and policies listed below as specified within the 2014 Comprehensive Plan.

Table 1. Comprehensive Plan Analysis

| SUPPORTING SECTION | SUMMARY OF COMPLIANCE WITH THE 2014 COMPREHENSIVE PLAN |
|--|---|
| Future Land Use | |
| Public/Quasi-Public | The Public/Quasi-Public category includes uses related to community services, such as schools, libraries, community centers and gardens, arts/culture, hospitals, government, utilities, cemeteries and places of worship. |
| Community Design and Neighborhoods | |
| Policy CD-1.1 Unique Design Elements for Identifiable Neighborhoods | Each neighborhood or district should include a mix of design elements that will reinforce its unique design quality. |
| Policy CD-1.3 Compatible Infill and Redevelopment Projects | Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style. |
| Parks, Recreation, and Open Space | |
| Policy OS-1.4 Public Plaza Space | Support improvements to public streets, parking lots, and plazas that provide spaces for street fairs, festivals and other gatherings. |
| Policy OS-1.5 Public Gathering Spaces | Promote the development of public gathering spaces throughout the City as part of public and private development. |
| Arts and Culture | |
| Policy ART-1.1 Diverse Range of Cultural Facilities and Programs | Encourage the development of accessible cultural facilities (indoor and outdoor) and programs that will provide a diverse range of performing and visual arts activities. |
| High Performing Community | |
| Policy HI-2.1 Learning Community | Coordinate with the community's school district, private schools, regional and statewide continuing education institutions, library, hospital, and others to allow growth and learning in the community. Also recognize and encourage more of the many informal learning opportunities that are sponsored by a wide range of organizations. |
| Mobility | |
| Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers | Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle traps. |

FINDINGS OF FACT

Table 2. Requirements for All Applications

| City Department Comments | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| Compliant | | | |
| Yes | No | N/A | City Code City Standards and City Department Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.040 Complete Application |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Police Department: <i>Approved as submitted.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fire Department: <i>Approved consistent with Phase 2.2 Construction and Building Permit #B18-019</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Streets Department: <i>N/A</i> |

| | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Utilities: <i>Approved consistent with Phase 2.2 Construction and Building Permit #B18-019</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Parks/Arborist: <ul style="list-style-type: none"> <i>The siting and species of the proposed street trees on 4th Street shall be reviewed and approved by the City Arborist prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | ADA Consultant: <i>Approved consistent with Phase 2.2 Construction and Building Permit #B18-019</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Building: <i>Approved</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Planning and Zoning: <i>Comments are denoted throughout Tables 3, 4, and 5. .</i> |

Table 3: Zoning Standard Analysis

| Compliance with Zoning Standards | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--------------------------|--------------------------|--|------------------|--|--|--|------------------|------------------|--------------------|-------|-------|------------|--------|--------|-----------|-----|-----|------------------|--------|--------|
| Compliant | | | Standards and Commission Comments | | | | | | | | | | | | | | | | | | |
| Yes | No | N/A | Guideline | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.12.040 | | | | | | | | | | | | | | | | | | |
| | | | Minimum Lot Area | | | | | | | | | | | | | | | | | | |
| | | | Commission Findings <i>Required: 5,500 square feet minimum Existing: 53,598 square feet existing per Block 89: Lots 1B & 2B Plat (Application Form indicates the lot area is 54,450 sq ft)</i> | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.040 | | | | | | | | | | | | | | | | | | |
| | | | Floor Area Ratios and Community Housing | | | | | | | | | | | | | | | | | | |
| | | | Commission Findings <i>Permitted in Community Core Urban Residential Sub-district (CC-C) Permitted Gross FAR: 1.0</i> | | | | | | | | | | | | | | | | | | |
| | | | Proposed: | | | | | | | | | | | | | | | | | | |
| | | | <table border="1"> <thead> <tr> <th colspan="3">Total Floor Area</th> </tr> <tr> <th></th> <th>Proposed (sq ft)</th> <th>Existing (sq ft)</th> </tr> </thead> <tbody> <tr> <td><i>Lower Level</i></td> <td align="center">3,856</td> <td align="center">3,856</td> </tr> <tr> <td>Main Floor</td> <td align="center">23,834</td> <td align="center">21,719</td> </tr> <tr> <td>Mezzanine</td> <td align="center">881</td> <td align="center">881</td> </tr> <tr> <td>Total Floor Area</td> <td align="center">28,571</td> <td align="center">26,456</td> </tr> </tbody> </table> | Total Floor Area | | | | Proposed (sq ft) | Existing (sq ft) | <i>Lower Level</i> | 3,856 | 3,856 | Main Floor | 23,834 | 21,719 | Mezzanine | 881 | 881 | Total Floor Area | 28,571 | 26,456 |
| Total Floor Area | | | | | | | | | | | | | | | | | | | | | |
| | Proposed (sq ft) | Existing (sq ft) | | | | | | | | | | | | | | | | | | | |
| <i>Lower Level</i> | 3,856 | 3,856 | | | | | | | | | | | | | | | | | | | |
| Main Floor | 23,834 | 21,719 | | | | | | | | | | | | | | | | | | | |
| Mezzanine | 881 | 881 | | | | | | | | | | | | | | | | | | | |
| Total Floor Area | 28,571 | 26,456 | | | | | | | | | | | | | | | | | | | |
| | | | Proposed FAR <i>FAR: 28,573 sq ft gross floor area/53,598 sq ft lot area=.53 FAR</i> | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.12.030 | | | | | | | | | | | | | | | | | | |
| | | | Minimum Building Setbacks | | | | | | | | | | | | | | | | | | |
| | | | Commission Findings <i>Required: Front Main Library (Spruce Street): 5' average Front Children's Library (Walnut Ave): 5' average Side (Fourth Street): 0' Side (Fifth Street): 0' Cantilevered decks and overhangs: 0'</i> | | | | | | | | | | | | | | | | | | |
| | | | Proposed: <i>Front Main Library (Spruce Street): 5' average Front Children's Library (Walnut Ave): 40'-9" Side (Fourth Street): N/C Side (Fifth Street): N/C</i> | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.12.030 | | | | | | | | | | | | | | | | | | |
| | | | Building Height | | | | | | | | | | | | | | | | | | |
| | | | Commission Findings <i>Maximum Permitted: 42' Proposed: 35'</i> | | | | | | | | | | | | | | | | | | |
| | | | 17.125.030.H | | | | | | | | | | | | | | | | | | |
| | | | Curb Cut | | | | | | | | | | | | | | | | | | |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|---|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Commission Findings | <p>Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking.</p> <p>Proposed: 12%</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>17.125.40</p> <p>Commission Findings</p> | <p>Parking Spaces</p> <p>§17.125.020(A)(2). Any existing structure or use that is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.</p> <p>17.125.040 Off Street Parking and Loading Calculations:</p> <p>C. Exceptions: e. The first five thousand five hundred (5,500) gross square feet for new assembly uses.</p> <p>Required: The proposed new addition of 2,187 sq ft is exempt as it is less than 5,500 sq ft.</p> <p>Library is also included in Ketchum City Code’s definition of a cultural facility. The parking ordinance does not provide exemptions for cultural facilities. In this case, the provided parking is still compliant. The library requires a total of 29 parking spaces. The applicant has provided 17 on-site and the applicant could qualify for up to 35 on street parking area due to the size of the lot. 10 spaces are provided on Spruce St, 7 spaces on Walnut Avenue, 13 spaces are provided on 4th Street, and 5 are provided on 5th St for a total of 35 on street parking spaces, which exceeds the 12 additional parking spaces required.</p> <p>Proposed: 17 parking spaces, including 2 ADA parking spaces. 6 existing spaces are proposed to be removed from the existing Children’s Library parking lot.</p> <p>On April 9th, 2018, the Ketchum Planning & Zoning Commission approved Design Review application #18-008 for renovations, exterior alterations, and a 2,187 sq ft addition to the Community Library. Ketchum Municipal Code (KMC) §17.08.020 defines the library as a cultural facility, which is a permitted use in the Mixed-Use Subdistrict of the Community Core (CC-2). Non-residential uses in the CC-2 Zone require 1 parking space per 1,000 gross square feet. With the previously addition, the total gross floor area of the Community Library will be 28,571 sq ft, which equates to a total parking demand of 29 spaces. In order to accommodate the addition project as well as an exterior pedestrian plaza, the entire parking lot, six (6) total parking spaces, in front of the entrance to the Children’s Library adjacent to Walnut Avenue is proposed to be removed. Within the upper parking lot adjacent to 5th Street, a total of seventeen (17) parking spaces are provided on-site. Within the Community Core, four (4) on street parking spaces per 5,500 sq ft lot area may be credited toward the required parking demand after the required four (4) space minimum on-site is satisfied (KMC §17.125.050.C). Only existing and available parking spaces located directly adjacent to the property lines of the subject site may be counted towards the on-street parking credit. The applicant could qualify for up to 35 on-street credit spaces due to the 53,598 sq ft area of Lot 1B and adjacent, on-street parking spaces, which include 10 spaces along Spruce St, 7 spaces along Walnut Avenue, 13 spaces along 4th St, and 5 spaces provided along 5th St. Only 12 credit spaces are required to meet the parking demand generated by the Community Library. Now that expansion of the 4th St corridor adjacent to the Community Library has been approved and funding secured, then a total of 25 on street credit spaces are provided, which is 13 more than required per Ketchum Municipal Code §17.125.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>17.18.130 & 17.18.20</p> | <p>Zoning Matrix</p> |

| | | | |
|--|--|--|--|
| | | | <p>Commission Findings</p> <p>17.18.130: Community Core District A. Purpose: The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC district which is consistent with the city's comprehensive plan and the downtown master plan.</p> <p>17.08.020 – Definitions CULTURAL FACILITY: An institution or the use of land for the display, preservation, or exhibition of art, scientific, cultural, or historical materials including, but not limited to, museums, libraries or art galleries.</p> |
|--|--|--|--|

Table 4: Design Review Standards for all projects

| Design Review Requirements | | | | |
|---------------------------------------|--------------------------|-------------------------------------|----------------------------|---|
| IMPROVEMENTS AND STANDARDS: 17.96.060 | | | | |
| Yes | No | N/A | City Code | City Standards and Commission Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(A)(1) Streets | The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development. |
| | | | Commission Findings | <i>The property is located on Block 89 of Ketchum Townsite between Fifth and Fourth Streets and Walnut and Spruce Avenues. This standard has been met.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(A)(2) Streets | All street designs shall be approved by the City Engineer. |
| | | | Commission Findings | <i>The applicant's civil engineer (Benchmark Associates) has been working with the city to change the grade and improve the north side of Fourth Street. The Streets Department has reviewed and approved the preliminary design. Final design of the street and sidewalk improvements shall be reviewed and approved by the Public Works Department prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(B)(1) | All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks as required by the Public Works Department. |
| | | | Commission Findings | <i>The applicant has proposed replacing the existing sidewalk, curb, and gutter along Walnut Avenue, Fourth Street, and Spruce Avenue.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060 (B)(2)c | Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion. |
| | | | Commission Findings | <i>The proposed sidewalks conform to the city's ROW standards.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060 (B)(3) | Sidewalks may be waived if one of the following criteria is met: a. The project comprises an addition of less than 250 square feet of conditioned space. b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public. |
| | | | Commission Findings | <i>N/A.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060 (B)(4) | The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street. |
| | | | Commission Findings | <i>The length of the sidewalks complies with this requirement.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060 (B)(5) | New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building. |
| | | | Commission Findings | <i>The proposed sidewalks enhance pedestrian connectivity. The siting and species of the proposed street trees must be reviewed and approved by the Public Works Department and the City Arborist prior to issuance of a building permit for the project</i> |

| | | | | |
|-------------------------------------|--------------------------|-------------------------------------|----------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060 (B)(6) | The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy. |
| | | | <i>Commission Findings</i> | <i>N/A, a voluntary cash contribution in-lieu of improvements is not recommended for this project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(C)(1) | All storm water shall be retained on site. |
| | | | <i>Commission Findings</i> | <i>The applicant has satisfied this requirement. All storm water shall be retained on site.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(C)(2) | Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street. |
| | | | <i>Commission Findings</i> | <i>See above comment for Ketchum City Code §17.96.060(C)(1). All drainage improvements meet this requirement.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060(C)(3) | The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site. |
| | | | <i>Commission Findings</i> | <i>Additional drainage improvements are not recommended at this time.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(C)(4) | Drainage facilities shall be constructed per City standards. |
| | | | <i>Commission Findings</i> | <i>See above comment for Ketchum City Code §17.96.060(C)(1). The proposed drainage facilities satisfies this requirement. The drainage plan and drywell specifications shall be reviewed and approved by the Public Works Department prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(D)(1) | All utilities necessary for the development shall be improved and installed at the sole expense of the applicant. |
| | | | <i>Commission Findings</i> | <i>The applicant is aware of this requirement and the plans show all utility locations. See Table 1 for comment from the Utilities Department.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(D)(2) | Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view. |
| | | | <i>Commission Findings</i> | <i>All utilities shall be located underground and concealed from public view. See Table 1 for comment from the Utilities Department.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(D)(3) | When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer. |
| | | | <i>Commission Findings</i> | <i>The applicant is aware of this requirement and will comply with these standards.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(E)(1) | The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures. |
| | | | <i>Commission Findings</i> | <i>Exterior materials will match the existing structure and include wood siding, board formed concrete, wood columns, and windows with curtain wall glazing.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060(E)(2) | Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community. |
| | | | <i>Commission Findings</i> | <i>N/A. There are no identified landmarks on the property.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060(E)(3) | Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to. |
| | | | <i>Commission Findings</i> | <i>N/A.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(1) | Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined. |
| | | | <i>Commission Findings</i> | <i>The project enhances the entryways to the main library as well as the children's library. Unobstructed pedestrian access is provided to and from the building.</i> |
| | | | 17.96.060(F)(2) | The building character shall be clearly defined by use of architectural features. |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <i>Commission Findings</i> | <i>The facades incorporate horizontal panel siding, windows, board formed concrete, and wood columns to provide undulation and relief and to reduce the appearance of bulk and flatness. The landscape design including the plazas and gardens will provide variation and visual interest.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(3) | There shall be continuity of materials, colors and signing within the project. |
| | | | <i>Commission Findings</i> | <i>The proposed materials, colors, and signing of the project satisfy this requirement. The proposed materials for the expansion and renovation project match the existing exterior of the Community Library.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(4) | Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building. |
| | | | <i>Commission Findings</i> | <i>The landscape features, including those modifications expressly noted in on Sheets L-1.1 and L-1.2, as well as the revised roof plan and eave detail on Sheet A-103A complement the library, provide screening / compatibility with the nearest neighbor, and will provide the community with unique outdoor spaces to enjoy.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(5) | Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness. |
| | | | <i>Commission Findings</i> | <i>The proposed elevation views provided by the applicant show that all building walls provide undulation and relief, serving to reduce the appearance of bulk and flatness at all façades. The applicant is proposing a variation in architectural features along all façades, which serves to provide depth and reduce the appearance of bulk and flatness.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(6) | Building(s) shall orient towards their primary street frontage. |
| | | | <i>Commission Findings</i> | <i>The main library is oriented towards Spruce Avenue and the children’s library is oriented towards Walnut Avenue.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(7) | Garbage storage areas and satellite receivers shall be screened from public view and located off alleys. |
| | | | <i>Commission Findings</i> | <i>Sheet A2.1 of the submittal indicates that the dumpster will be screened with a metal and wood enclosure.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(F)(8) | Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties. |
| | | | <i>Commission Findings</i> | <i>The applicant shall install snow retention devices on the roof as necessary to prevent snow from sliding on areas where pedestrians gather.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(G)(1) | Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways. |
| | | | <i>Commission Findings</i> | <i>The existing pedestrian and bicycle access connects with adjacent, existing sidewalks and pathways.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060(G)(2) | Awnings extending over public sidewalks shall extend five (5’) feet or more across the public sidewalk but shall not extend within two (2’) feet of parking or travel lanes within the right of way. |
| | | | <i>Commission Findings</i> | <i>N/A</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(G)(3) | Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage. |
| | | | <i>Commission Findings</i> | <i>The Community Library is accessed from Spruce Avenue and traffic flows safely into and out of the parking lot.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.060(G)(4) | Curb cuts and driveway entrances shall be no closer than twenty (20’) feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements. |
| | | | <i>Commission Findings</i> | <i>The applicant has proposed maintaining the existing curb cut along Spruce Avenue. The Public Works Department has reviewed and approved the entrance to the parking lot.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(G)(5) | Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project. |
| | | | <i>Commission Findings</i> | <i>Emergency and service vehicles can access the site through 4th St, 5th St, Walnut Ave, and Spruce Ave, providing unobstructed access for emergency vehicles, snowplows, and garbage trucks.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(H)(1) | Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas. |
| | | | <i>Commission Findings</i> | <i>The applicant has provided snow storage on-site, a snowmelt system, as well as hauling snow off site in order to satisfy this requirement. The applicant has provided 4,000 sq ft of snowmelt areas and 925 sq ft of snow storage, which is 50% of the total pedestrian circulation areas. Snow from the 6,000 sq ft parking lot shall be hauled off site.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(H)(2) | Snow storage areas shall be provided on-site. |
| | | | <i>Commission Findings</i> | <i>The applicant has provided snow storage on-site. The plaza adjacent to the children's library, Hemingway Veranda, Contemplative Rock Garden, and Spin's Garden will be utilized for snow storage.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(H)(3) | A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty five (25) square feet. |
| | | | <i>Commission Findings</i> | <i>The proposed snow storage areas meet this requirement.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(H)(4) | In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed. |
| | | | <i>Commission Findings</i> | <i>The applicant has provided a snow melt system at the entrances to both the children's library and the main library as well as the sidewalk adjacent to the parking lot and the entry plaza along Spruce Avenue. Snow from the parking lot will be hauled off-site.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(I)(1) | Landscaping is required for all projects. |
| | | | <i>Commission Findings</i> | <i>Revised landscape drawings for the northwest portion of the property were included in the submittal. See Clemens & Associates drawings, dated 1/4/19, Sheets L-1.1 and L-1.2.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(I)(2) | Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape. |
| | | | <i>Commission Findings</i> | <i>The City Arborist has approved the materials and vegetation types. The species and siting of the proposed street trees along Fourth Street shall be reviewed and approved by the City Arborist prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(I)(3) | All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required. |
| | | | <i>Commission Findings</i> | <i>The proposed landscaping includes a mixture of plant types that are both drought tolerant and native to the region. See above comment for Ketchum City Code §17.96.060(I)(1).</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(I)(4) | Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged. |
| | | | <i>Commission Findings</i> | <i>Revised landscape drawings for the northwest portion of the property have been provided. See Clemens & Associates drawings, dated 1/4/19, Sheets L-1.1 and L-1.2. These plans indicate a substantial buffer between land uses. The landscaping vegetation, site walls, and proposed circulation provide a buffer between the library and adjacent land uses.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.060(J)(1) | Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission. |
| | | | <i>Commission Findings</i> | <i>The applicant has proposed appropriate amenities for the proposed landscape area.</i> |

Table 5: Design Review Standards for Community Core Projects

| IMPROVEMENTS AND STANDARDS: 17.96.070 - Community Core (CC) Projects | | | | |
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| In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, the standards of this section apply to projects in the Community Core district. The purpose of this section is to ensure the addition of high quality architecture for new development, while maintaining the unique character of existing building stock found in the Community Core. | | | | |
| Yes | No | N/A | City Code | City Standards and <i>Commission Comments</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 A(1) | Street trees, street lights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department. |
| | | | <i>Commission Findings</i> | <i>The siting and species of the proposed street trees must be reviewed and approved by the Public Works Department and the City Arborist prior to issuance of a building permit for the project. All street improvements will be reviewed by the Public Works Department prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(A)(2) Streets | Street trees with a minimum caliper size of three (3") inches, shall be placed in tree grates. |
| | | | <i>Commission Findings</i> | <i>The siting and species of the proposed street trees along 4th St shall be reviewed and approved by the Public Works Department and City Arborist prior to issuance of a building permit for the project. Tree grates must be reviewed and approved by the City Arborist prior to installation.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.070(A)(3) | Due to site constraints, the requirements if this subsection 17.96.070. (A) may be modified by the Public Works Department. |
| | | | <i>Commission Findings</i> | <i>N/A as the Public Works Department has not waived the requirements of §17.96.070(A).</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(1) | Facades facing a street or alley or located more than five (5') feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front façade. |
| | | | <i>Commission Findings</i> | <i>All building facades have been designed to include both solid surfaces and window/door openings intended to avoid the creation of blank walls. Similar architectural elements used to create uniformity include gabled roofs, vertical siding, and windows with curtain wall glazing.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(2) | For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways. |
| | | | <i>Commission Findings</i> | <i>Windows and doors into the main entrances of the main and children's library are proposed. A recessed shade garden, perennial beds, ornamental grasses, shrubs, and a discovery garden are incorporated into the project design.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(3) | For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows. |
| | | | <i>Commission Findings</i> | <i>The design of the facades fronting Walnut and Spruce Avenues do not obscure views into windows.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(4) | Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited. |
| | | | <i>Commission Findings</i> | <i>The applicant has proposed a pitched roof, which is compatible with the existing roof and the overall style and character of the structure.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(5) | All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts. |
| | | | <i>Commission Findings</i> | <i>Snow retention devices, gutters, and downspouts shall be installed on all sloped roofs.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070 (B)(6) | Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department. |
| | | | <i>Commission Findings</i> | <i>No roof overhangs over a public sidewalk are proposed.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.96.070 (B)(7) | Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials. |
| | | | <i>Commission Findings</i> | <i>N/A. Front porches and stoops located on the ground floor are not proposed at this time. The plazas adjacent to entryway are unenclosed.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(C)(1) | Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right of way and shall be screened from public views. |
| | | | <i>Commission Findings</i> | <i>The plans indicate that the dumpster will be screened from public view.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(C)(2) | Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design. |
| | | | <i>Commission Findings</i> | <i>All roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Roof mounted mechanical equipment will not exceed ten-feet (10') over the maximum building height and must be set back a minimum of ten-feet (10') from property lines. The final screening, location, and height of all ground and roof mounted mechanical equipment shall be approved upon final inspection and prior to the issuance of a building permit.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(D)(1) | When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site. |
| | | | <i>Commission Findings</i> | <i>Existing trees to be removed to accommodate the revised landscape plan are provided with appropriate replacement trees noted.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(D)(2) | Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates. |
| | | | <i>Commission Findings</i> | <i>The City Arborist must review and approve the proposed siting and species of the street trees proposed along Fourth Street as well as the decorative tree grates prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(D)(3) | The city arborist shall approve all parking lot and replacement trees. |
| | | | <i>Commission Findings</i> | <i>The City Arborists has approved the proposed replacement trees. The proposed street trees along 4th St shall be reviewed and approved by the City Arborist prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(E)(1) | Surface parking lots shall be accessed from off the alley and shall be fully screened from the street. |
| | | | <i>Commission Findings</i> | <i>The subject Block 89 is not located adjacent to an alley. The applicant has proposed replacing the existing wood retaining structure adjacent to the parking lot along Fifth Street and screening with planting beds, shrubs, and Mugo Pine trees.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(E)(2) | Surface parking lots shall incorporate at least one (1) tree and one (1) additional tree per ten (10) onsite parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public. |
| | | | <i>Commission Findings</i> | <i>The applicant has proposed installing 10 Mugo Pine trees adjacent to the parking lot.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(E)(3) | Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways. |
| | | | <i>Commission Findings</i> | <i>All on-site ground cover and low lying shrubs shall be planted within planters and planter boxes, in conformance with this standard. The species and siting of the street</i> |

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| | | | | <i>trees along 4th St as well as the decorative grates shall be reviewed and approved by the City Arborist prior to issuance of a building permit for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(F)(1) | One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development. |
| | | | <i>Commission Findings</i> | <i>The applicant is proposing the installation of five bike racks. The bike racks are located at the main library entrance adjacent to Spruce Avenue, at the corner of Fourth Street and Walnut Avenue, and adjacent to the parking lot.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(F)(2) | When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half (1/2) shall be adjusted to the next highest whole number. |
| | | | <i>Commission Findings</i> | <i>See comment above.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.96.070(F)(3) | Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than fifty (50') feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles. |
| | | | <i>Commission Findings</i> | <i>The bicycle racks are located no less than fifty-feet (50') from entrance of the building. The bike racks will be visible from the front entrance of the proposed building.</i> |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code;
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 17;
3. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Code Title 17;
4. The City of Ketchum Planning and Building Department provided adequate notice for the review of this application;
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Design Review application subject to the following conditions:

1. All departmental conditions as described in Tables 2, 3, 4, and 5;
2. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein.
 - a. The Applicant has submitted and the Commission has approved the Landscaping Concept Plan (Sheets L-1.1 & L-1.2) and Roof Plan & Eave Details (Sheet A-103A, dated 1/2/2019). These plans, as adopted herein, revoke and satisfy Condition 14 of the Approved April 12, 2018 Community Library Renovation & Expansion Findings of Fact.
 - b. The design modifications to Fourth Street negate the need for the sidewalk easement previously noted in Condition 13 of the April 12, 2018 Community Library Findings and satisfy

that previously noted condition. The elimination of parking along Fourth Street does not result in any under-parking for the library. As a cultural facility and based on the total square foot size of the library, the library is required to have a total of 29 parking spaces, which it will exceed by 13 spaces after the 4th Street Heritage Corridor sidewalk improvements are made. This figure is calculated as follows: 17 on-site parking spaces + 25 on street credit spaces = 42 provided; 42 on/off-site spaces – 29 required = 13 excess library parking spaces.

Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;

3. All building and fire code requirements as dictated by 2012 family of international codes shall apply to all construction onsite;
4. Per Title 17, Section 17.96.090: TERM OF APPROVAL: The term of design review approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations;
5. All Design Review elements shall be completed prior to final inspection/occupancy;
6. Any work in the right-of-way will require a right-of-way encroachment permit, reviewed and approved by the City before installation;
7. All exterior lighting on the property shall be in compliance with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and approved prior the issuance of a Certificate of Occupancy;
8. Prior to the issuance of a building permit, the applicant shall verify that all proposed mechanical equipment affixed to the roof of the proposed building is no greater than ten feet in height (10'), and setback ten feet (10') from the property line and fully screened from public view;
9. The project shall comply with the requirements of §17.124.040 Development Standards as adopted on the date a building permit is submitted for the project;
10. All utilities standards shall be met prior to the issuance of a building permit;
11. Specifications for the relocated fire hydrant at the corner of 4th Street and Walnut Avenue shall be reviewed and approved by the Fire Code Official prior to issuance of a building permit for the project;
12. The siting and species of the proposed street trees on 4th Street as well as the proposed decorative tree grates shall be reviewed and approved by the Public Works Department and City Arborist prior to issuance of a building permit for the project; and
13. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 28th day of January, 2019

Neil Morrow, Chair
Ketchum Planning and Zoning Commission



Planning and Zoning

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340

<http://ketchumidaho.org/>

Maureen Puddicombe
208-726-7801

Monday, January 14, 2019

5:30 PM

Ketchum City Hall

1. **4:45 PM – SITE VISIT – Redfish Residential Live-Work Unit #201 CUP, 270 Northwood Way, Unit 201 (Redfish Light Industrial Condo, Unit 201)**
2. **5:05 PM – SITE VISIT – Ketch II, 100 E. 6th St. (Lot 5, Block 35, Ketchum Townsite)**
3. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**

The meeting was called to order at 5:32 by Vice-Chairman Neil Morrow.

| Attendee Name | Title | Status | Arrived |
|-------------------|--------------|---------|---------|
| Neil Morrow | Vice-Chair | Present | |
| Tim Carter | Commissioner | Present | |
| Jennifer Cosgrove | Commissioner | Present | |
| Matthew Mead | Commissioner | Present | |
| Kurt Eggers | Commissioner | Present | |

4. COMMUNICATIONS FROM THE COMMISSION

There were no communications from the Commission.

5. ACTION – Election of Chairperson and Vice-Chairperson for 2019.

Motion To: Name Neil Morrow as Chairperson.

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| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Matthew Mead, Commissioner |
| SECONDER: | Tim Carter, Commissioner |
| AYES: | Morrow, Carter, Cosgrove, Mead, Eggers |

Motion To: Name Matthew Mead as Vice-Chairperson.

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| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Neil Morrow, Chairperson |
| SECONDER: | Tim Carter, Commissioner |
| AYES: | Morrow, Carter, Cosgrove, Mead, Eggers |

6. PUBLIC COMMENT - Communications from the public for items not on the agenda.

There were no public comments.

7. PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF – ACTION ITEMS

- a. **ACTION – Redfish Residential Live-Work Unit #201 Conditional Use Permit: 270 Northwood Way, Unit 201 (Redfish Light Industrial Condo Unit 201) Continued from December 10, 2018. The Commission will consider and take action on an application for a Conditional Use Permit submitted by Mia L Cherp for the proposed conversion of an existing condominium unit to a residential live-work unit in the Redfish Light Industrial building located in the Light Industrial Number 2 (LI-2) Zoning District.**

Associate Planner Abby Rivin gave the staff Report for the Conditional Use Permit. Since additional information was provided by the applicant after the Staff Report was written, the owner of the proposed business component for this live/work space, Marshall Rawlings, gave an overview of the nature of the business and how the space would function for that business. A discussion of allowed uses in the LI and the Conditional Use Permit process followed.

Public Comments were made by Mike Mead, owner of other units in the same building, expressing concern over allowing a residence without an allowed work component.

Mia Cherp, applicant, stated she found the process difficult and that she always intended it to be a live/work space.

The Commission held a further discussion of the requirements of a Live/Work space in the Light Industrial. Vice-Chair Matthew Mead noted that since the Staff Report did not contain the information presented at this meeting, he would not feel comfortable voting on this matter. After further discussion, Vice-Chair Matthew Mead suggested the matter be continued to allow updating of the Staff Report.

MOTION TO: Continue the Cherp CUP application to the January 28, 2019 meeting so as to identify a permitted Light Industrial use.

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| RESULT: | ADOPTED [4 in favor; 1 abstention] |
| MOVER: | Matthew Mead, Vice-Chairperson |
| SECONDER: | Kurt Eggers, Commissioner |
| AYES: | Morrow, Carter, Mead, Eggers |
| ABSTAIN: | Cosgrove |

- b. **ACTION – Ketch II, 100 E. 6th St. (Lot 5, Block 35, Ketchum Townsite) The Commission will consider and take action on a Pre-Design Review application from Studio 3 Architecture for a three-story mixed-use building consisting of one ground floor retail space and eighteen residential units.**

Applicants, Gene Bolante, architect, and Frank Stock of WDC Properties appeared by phone. Senior Planner Brittany Skelton presented the Pre-Design Review for the project.

The Commission discussed the building height, parapet, parking, utilities, trash, and alleyway.

MOTION TO: Advance the Ketch 2 project to Design Review.

| | |
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| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Kurt Eggers, Chairperson |
| SECONDER: | Matthew Mead, Vice-Chairperson |
| AYES: | Morrow, Carter, Cosgrove, Mead, Eggers |

8. CONSENT CALENDAR—ACTION ITEMS

- a. **Minutes:** December 10, 2018

MOTION TO: Approve the Minutes of December 10, 2018.

| | |
|------------------|--|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Matthew Mead, Vice-Chairperson |
| SECONDER: | Tim Carter, Commissioner |
| AYES: | Morrow, Carter, Cosgrove, Mead, Eggers |

9. STAFF REPORTS & CITY COUNCIL MEETING UPDATE

Future Items:

Open House on January 23rd at the Limelight Hotel for public input on the pending Light Industrial Amendments.

City Council Meeting of February 4, 2019 to include the first reading of the Light Industrial Amendments.

Planning Director John Gaeddert presented future projects to be brought before the Commission. Topics to be addressed are housing, signs, street standards, tree assessment, different forms of housing, and does the code support such housing? He urged the Commission to be aware of these opportunities and bring them forth to the Commission.

ADJOURNMENT

MOTION TO: Adjourn at 7:35 PM

| | |
|------------------|--|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Tim Carter, Commissioner |
| SECONDER: | Matthew Mead, Vice-Chairperson |
| AYES: | Morrow, Carter, Cosgrove, Mead, Eggers |

Neil Morrow, Chairperson



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SPECIAL MEETING OF JANUARY 28th, 2019

PROJECT: Redfish Residential Live-Work Unit #201 CUP

FILE NUMBER: P18-138

OWNER: Francesca Keck

APPLICANT: Mia Cherp

REQUEST: Conditional Use Permit (CUP) for the proposed conversion of Unit #201 of the Redfish building in the Light Industrial Number 2 (LI-2) Zoning District to a residential live-work unit.

LOCATION: 270 Northwood Way Unit 201
(Redfish Light Industrial Condominiums Unit 201)

ZONING: Light Industrial Number 2 (LI-2)

OVERLAY: None

NOTICE: Notice was mailed to property owners within a 300 foot radius and posted on the subject property as well as the City of Ketchum website on November 26th, 2018. Notice was published in the Idaho Mountain Express on November 21st, 2018. The public hearing for the subject application was continued from the Planning & Zoning Commission meetings of December 10th, 2018 and January 14th, 2019. Public Comment has been included as Attachment F to the Staff Report.

REVIEWER: Abby Rivin, Associate Planner

BACKGROUND

On November 5th, 2018, the applicant, Mia Cherp, submitted a Conditional Use Permit (CUP) application to convert existing Unit #201 in the Redfish Light Industrial Condominiums to a residential live-work unit. The owner of the subject unit, Francesca Keck, has submitted a letter authorizing the subject CUP application, which is included as Attachment C to the Staff Report. The Redfish Light Industrial building is located at 270 Northwood Way in the Light Industrial Number 2 (LI-2) Zoning District. On January 14th, 2019, the Planning and Zoning Commission considered the subject application and held a public hearing. During the meeting, the applicant presented new information regarding the proposed work component associated with the live-work unit. After consideration of the applicant's testimony, Staff comments, and public comments, the Commission moved to continue review of the application and directed Staff to return with analysis regarding the proposed LI business associated with the work component.

Multi-family dwellings units within all three light industrial districts require a CUP (KMC §17.12.020) and must comply with the industrial district residential standards (KMC §17.124.090). In 1991, housing options expanded within the light industrial districts through the adoption of Ordinance No. 556, which was intended to promote the construction of housing for long term residents active in the workforce. Staff has included a history of residential use within the light industrial districts as Attachment E. The analysis in the Staff Report focuses on the proposed residential live-work unit. While the analysis concentrates on regulations within Ketchum Municipal Code as currently codified, Staff also considers the CUP request through the lens of the proposed light industrial text amendments (Ordinance No. 1192) as recommended by the Planning & Zoning Commission for approval.

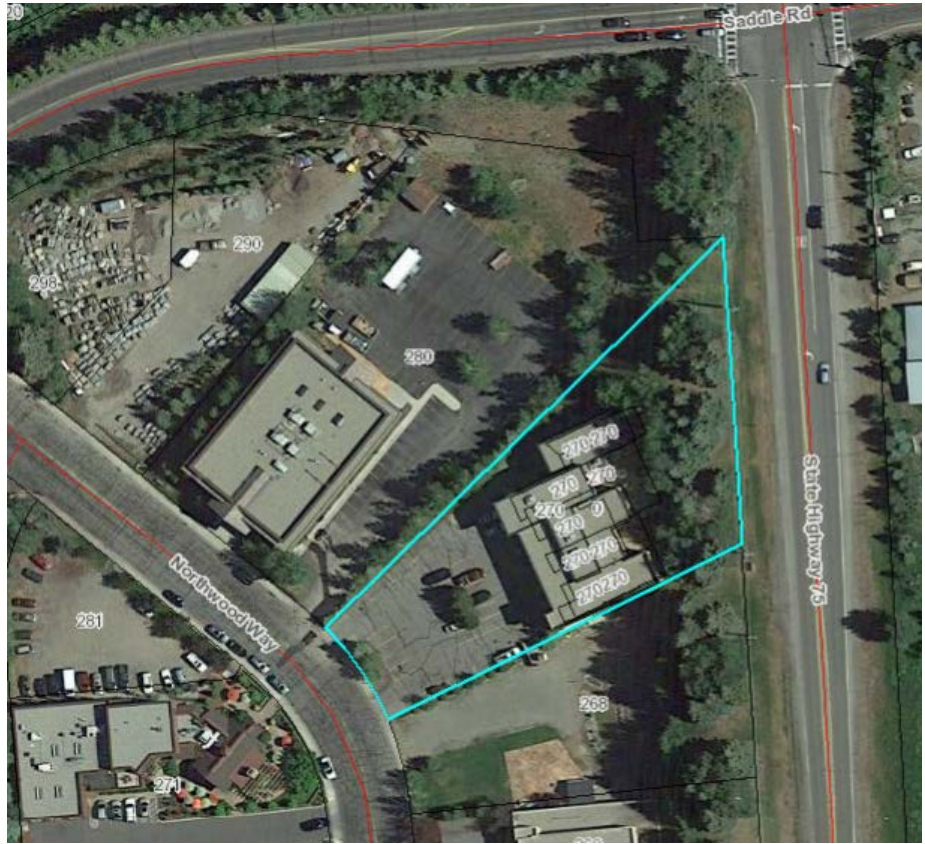


Figure 1. Location Context: 270 Northwood Way

ANALYSIS

The Redfish building contains a total of 10 condominium units with five units on each floor. Of the five condominium units on the second floor, three have existing CUP’s for residential use.

Table 1. Existing Redfish Building Existing Conditional Use Permits

| Unit | CUP # | CUP Project Name |
|------|--------|-------------------------|
| 202 | 02-010 | Greyhawk Properties LLC |
| 204 | 03-006 | Moberg |
| 205 | 02-011 | Kelly Stevenson |

As each of the condominium units have a floor area greater than 1,000 sq ft, which is the maximum permitted for residential units in light industrial districts (KMC §17.124.090), each unit with a residential use must also contain a work component.

While Ketchum Municipal Code currently does not

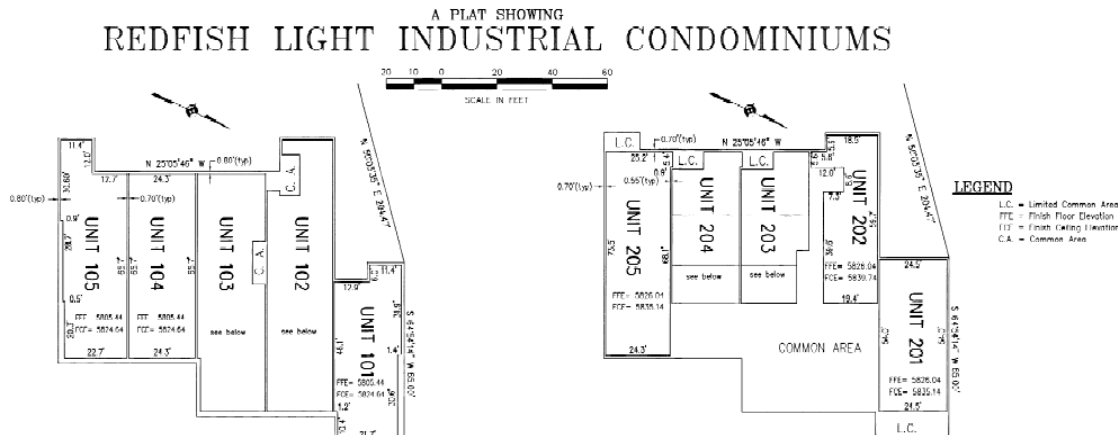


Figure 2. Redfish Light Industrial Condominiums Plat

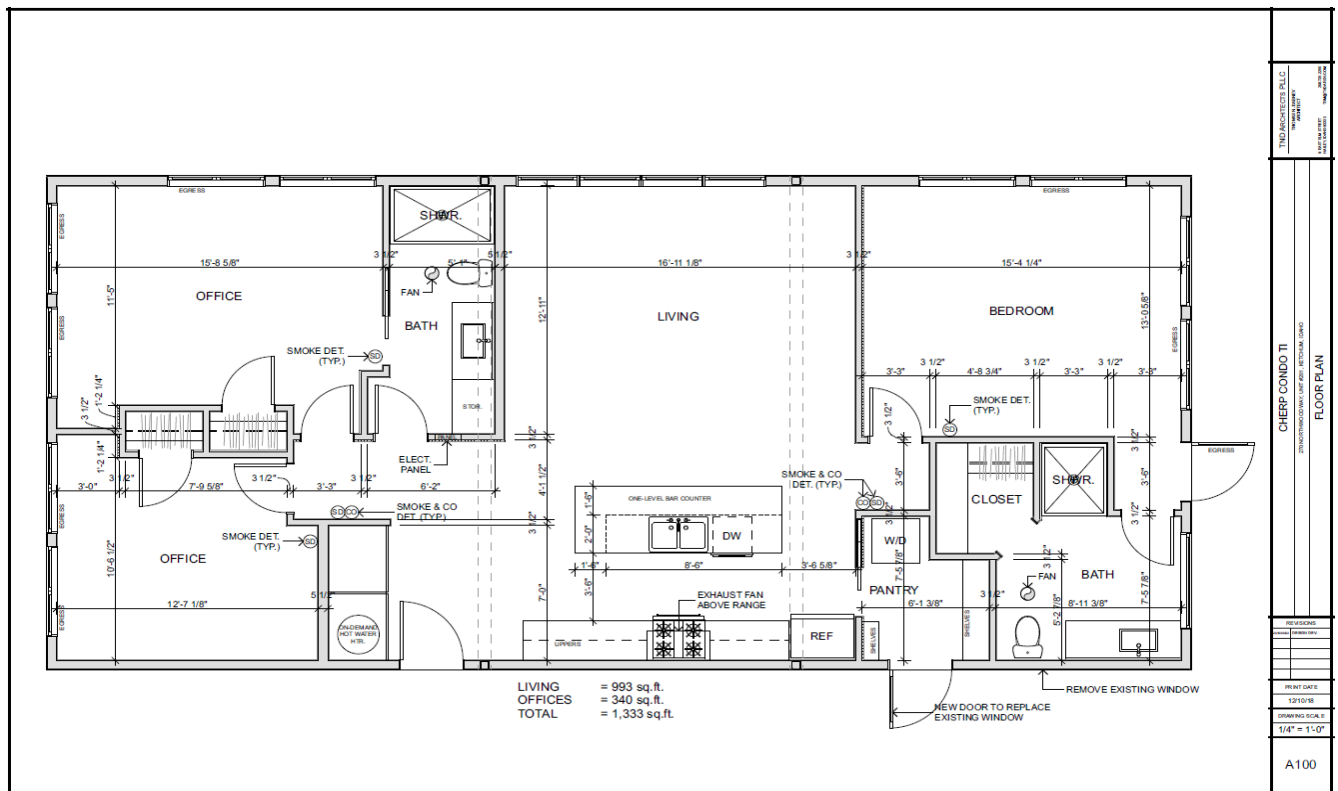
contain a definition or standard for work-live units, with proposed Ordinance No. 1192, the Planning & Zoning Commission recommended adding work-live unit as a conditional use in all light industrial district with the following associated definition:

Work-Live units incorporate residential living space in a non-residential building. Joint live-work units are held in common ownership and cannot be sold or platted as separate condominiums, as documented with city-approved restrictive covenant recorded against the property.

The second floor condominiums containing residential uses within the Redfish building are unique as the units must be both (1) secondary and subordinate in nature to the light industrial activities within the entirety of the building and (2) each unit must contain a work component in order not to exceed the 1,000 sq ft maximum residential unit size restriction. With no standard for work-live units currently codified in Ketchum Municipal Code, the Planning & Building Department evaluates CUP requests for the second floor Redfish condominiums based on unit size restrictions for the residential use, a valid LI work component, and applicable building and fire code regulations. The work component within each individual unit may be secondary in nature to the residential use.

Unit #201 has a total floor area of 1,333 sq ft. As indicated on the floor plan (Sheet A100), the applicant has proposed converting 933 sq ft of Unit #201 to a residential dwelling unit with the remainder of the unit, 340 sq ft, designated as "office." The business and residential uses proposed share a main entrance into the unit and the office is separated by walls and accessed from the main entryway.

Figure 3. Proposed Unit #201 Floor Plan



Ketchum Municipal Code (KMC) §17.18.140 establishes the purpose of the Light Industrial District Number 2, which is:

The Light Industrial Number 2 is established to provide for a permanent year round employment base and the location of light manufacturing, wholesale trade and distribution, research and development,

service industries, limited related, bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.

The purpose of the district is reinforced by the District Use Matrix, which defines uses that are permitted, conditionally permitted, and not permitted within the LI-2 district.

On January 2nd, 2019, the applicant submitted a Business License Application for M&M Investments, which was described by the applicant as a real estate investment business proposed to occupy the office component of Unit #201. This type of professional establishment is considered a business office use as defined by KMC §17.08.020. Business offices are prohibited in the LI-2 Zone. During the Commission's review of the application on January 14th, 2019, the applicant provided more information regarding the proposed work component. The applicant specified that the proposed business is predominantly film production and post production. The applicant specified that the work component of Unit #201 will be utilized for film production and post production. This type of use is defined by KMC §17.08.020 as a **commercial studio**, which is a permitted use in the LI-2 Zone.

STUDIO, COMMERCIAL: Work space within an enclosed structure for artists and artisans, including individuals practicing, teaching, or demonstrating in one of the fine arts or performing arts, or skilled in an applied art or craft. Also includes recording studios. Incidental retail sales of items produced on the premises is allowed. A commercial studio may hold occasional events solely and exclusively in connection with the permitted uses conducted by the commercial studio. The events shall be subordinate in nature to the commercial studio and subject to the standards of section 17.124.150 of this title.

As noted in the January 14th, 2019 Staff Report for the subject application, the CUP request meets all standards for residential units in light industrial districts, however Staff was unable to recommend approval due to the proposed work component as a business office for real estate investment, which is prohibited in the LI-2 Zone. On January 18th, 2019, the applicant submitted an amended Business License Application, which is included as Attachment D to the Staff Report, qualifying the work component as a commercial studio for film production. With a permitted LI use proposed for the work component, Staff recommends approval of the CUP for the residential live-work unit.

On January 4th, 2019, the City of Ketchum Building Official issued a Stop Work Order for construction activities at the subject condominium unit. The approval of the subject CUP is required prior to the issuance of a Building Permit for the remodel project to convert a portion of Unit #201 to residential use.

Staff recommends the Planning & Zoning Commission consider the analysis contained in the Staff Report, the applicant's presentation, and any public comment received, deliberate, and move to approve the Conditional Use Permit request to convert Unit #201 in the Redfish Light Industrial Building to a residential live-work unit with associated conditions to ensure the validity, maintenance, and continuity of the LI business.

Table 2. Comprehensive Plan Analysis

| |
|--|
| <p>Land Use Category: Mixed-Use Industrial</p> <p>PRIMARY USES <i>Light manufacturing, wholesale, services, automotive, workshops, studios, research, storage, construction supply, distribution and offices make up the bulk of development within this district.</i></p> <p>SECONDARY USES <i>A limited range of residential housing types, and supporting retail are provided for within this category. Uses should generate little traffic from tourists and the general public.</i></p> <p>CHARACTERISTICS AND LOCATION <i>The Mixed-Use Industrial category is intended to provide critical lands for Ketchum’s economic growth and entrepreneurial opportunity within a vibrant business district where people can work and live in the same area.</i></p> |
| <p>The residential component of Unit #201 aligns with the secondary uses appropriate for the subject land use category. The applicant’s proposed film production business is consistent with encouraging entrepreneurial opportunity. The live-work units in the Redfish building support the creation of a vibrant business district where people can work and live in the same area.</p> |
| <p>Policy E-2(e) Live-Work Opportunities and Home Businesses</p> <p><i>Support small home-based businesses that allow people to live and work from their residences and evaluate existing home-occupation, live/work, and related land use standards.</i></p> |
| <p>In order to accommodate a residential use, each of the second floor units in the Redfish building must contain a work component in order not to exceed the 1,000 sq ft maximum residential unit size restriction within light industrial districts. The remodel of Unit #201 will accommodate a live-work unit.</p> |
| <p>Policy E-2(a) Light Industrial Area as the Primary Location for New Traditional Light Industrial and Corporate Park Business Growth and Jobs</p> <p><i>New employment opportunities will focus primarily on clean industries within the City’s industrial areas which are evolving into vibrant, mixed-use business places. Traditional light industrial includes service, warehousing, manufacturing, wholesaling, auto related businesses, rec-tech, biotechnology, and construction.</i></p> |
| <p>While not characterized as a traditional LI use, the commercial studio is a permitted use in the LI-2 Zone. The application will increase the mixed-use characteristics of the Redfish building by incorporating a new live work unit to the second floor.</p> |
| <p>Policy H-1.4 Integrated Housing in Business and Mixed-Use Areas</p> <p><i>Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases, The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.</i></p> |
| <p>The application is consistent with Policy H-1.4 as the proposed remodel of Unit #201 would integrate a residential unit within the LI-2 Zone.</p> |

Table 3: City Department Comments

| City Department Comments | | | |
|--------------------------|----|-----|---|
| Compliant | | | |
| Yes | No | N/A | City Standards and City Department Comments |
| | | | |

| | | | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>Fire: The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances as contained in Title 15, Buildings and Construction of Ketchum Municipal Code.</p> <p>IF a monitored fire detection system exists or is installed, it shall meet NFPA 72 and be monitored by an approved alarm monitoring station. Smoke detectors shall be installed as follows:</p> <ol style="list-style-type: none"> 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. 2. In each room used for sleeping purposes. <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</p> <p>The appropriate keys, for emergency fire department access, shall be provided and installed in the existing Knox box.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>Building: The remodel of the condominium unit must meet 2012 International Building Code and Title 15 of Ketchum Municipal Code. The applicant shall submit a Building Permit for the interior remodel.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>Planning and Zoning: Comments are denoted throughout the Staff Report.</p> |

Table 4: Standards for Residential, Light Industrial Districts

| IMPROVEMENTS AND STANDARDS: 17.124.090 – RESIDENTIAL, LIGHT INDUSTRIAL DISTRICTS: | | | | | | | | | | | | | | |
|---|--------------------------------|-------------------------------------|-------------------------|---|------|--------------------------------|-----|-------|-----|-----|-----|-----|-----|-----|
| Residential units in the light industrial districts shall comply with the following minimum criteria: | | | | | | | | | | | | | | |
| Yes | No | N/A | City Code | City Standards and Staff Comments | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (1) | Dwelling units shall not occupy the ground floor. | | | | | | | | | | |
| | | | Staff Comments | <i>The proposed dwelling unit is located on the second floor of the structure.</i> | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17.124.090 A (2) | Design review under chapter 17.96 of this title shall be required whether new building, addition to existing building or remodel of existing building. | | | | | | | | | | |
| | | | Staff Comments | <i>N/A as the remodel does not alter the exterior of the Redfish building (KMC §17.96.010.A). The applicant will be required to submit a Building Permit application for the interior remodel.</i> | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (3) | Up to fifty percent (50%) of any light industrial building may be devoted to dwelling units, unless otherwise specified in the section. | | | | | | | | | | |
| | | | Staff Comments | <p><i>Including the residential unit proposed, four (4) residential units exist in the building.</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Unit</th> <th>Residential Floor Area (sq ft)</th> </tr> </thead> <tbody> <tr> <td>202</td> <td>1,000</td> </tr> <tr> <td>204</td> <td>973</td> </tr> <tr> <td>205</td> <td>995</td> </tr> <tr> <td>201</td> <td>993</td> </tr> </tbody> </table> <p><i>The total square footage of the Redfish building is 16,591 sq ft. If this application is approved, 24% of the building will be devoted to residential use.</i></p> | Unit | Residential Floor Area (sq ft) | 202 | 1,000 | 204 | 973 | 205 | 995 | 201 | 993 |
| Unit | Residential Floor Area (sq ft) | | | | | | | | | | | | | |
| 202 | 1,000 | | | | | | | | | | | | | |
| 204 | 973 | | | | | | | | | | | | | |
| 205 | 995 | | | | | | | | | | | | | |
| 201 | 993 | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (4) | Dwelling units shall not be separated in any manner for sale as individual units. | | | | | | | | | | |
| | | | Staff Comments | <p><i>The dwelling unit shall not be separated in any manner for sale as an individual unit. Sheet 100A indicates that the applicant will reside in 993 sq ft of the unit with 340 sq ft of the unit reserved for the real estate investment business.</i></p> <p><i>If the Planning & Zoning Commission approves the subject CUP, Staff recommends adding this requirement as a condition of approval for the project.</i></p> | | | | | | | | | | |

| | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (5) | Dwelling units shall be a minimum of four hundred (400) square feet and shall not exceed one thousand (1,000) square feet total and shall contain not more than two (2) bedrooms, unless otherwise specified in this section. |
| | | | <i>Staff Comments</i> | <i>The total floor area of the unit is 1,333 sq ft. The residential portion of the unit is proposed to be 993 sq ft and will contain one (1) bedroom.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (6) | The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use. |
| | | | <i>Staff Comments</i> | <i>The applicant is aware of that the mixed use of the property may result in conflict, that the light industrial uses present in the neighborhood may be incompatible with the quiet enjoyment of the dwelling units, and that the city will not condition, limit, restrict, or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.</i> <i>If the Planning & Zoning Commission approves the subject CUP, Staff recommends adding this language as a condition of approval for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (7) | All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities. |
| | | | <i>Staff Comments</i> | <i>All persons who rent or sublet any residential living unit will notify the tenant, lessee, or subtenant with written notice that the unit is located within the light industrial zone, and is therefore subordinate in nature to all legal light industrial activities.</i> <i>If the Planning & Zoning Commission approves the subject CUP, Staff recommends adding this language as a condition of approval for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (8) | Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone |
| | | | <i>Staff Comments</i> | <i>The applicant is aware of this requirement. All real estate agents, sales persons, brokers, and/or each private party who offers for rent or shows the proposed dwelling unit within building, shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that the building is located within such light industrial zone.</i> <i>If the Planning & Zoning Commission approves the subject CUP, Staff recommends adding this language as a condition of approval for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.124.090 A (9) | All brochures and other printed materials advertising rental or lease of a living unit within the light industrial zones shall contain a provision designating that such unit or units are located within the light industrial zone and are within a mixed use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone. |
| | | | <i>Staff Comments</i> | <i>The applicant will meet this requirement. All brochures and other printed materials advertising rental or lease of the residential unit within the LI-2 Zone shall contain a provision designating that such unit is located within the light industrial district and is within a mixed-use area. Lessees and tenants shall be notified that the residential uses within the light industrial zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.</i> |

| | | | | |
|--|--|--|--|---|
| | | | | If the Planning & Zoning Commission approves the subject CUP, Staff recommends adding this language as a condition of approval for the project. |
|--|--|--|--|---|

Table 5: Conditional Use Permit Requirements

| Conditional Use Requirements | | | | |
|---|--------------------------|--------------------------|-----------------------|---|
| EVALUATION STANDARDS: 17.116.030 and § 67-6512 of Idaho Code | | | | |
| A conditional use permit shall be granted by the commission only if the applicant demonstrates the following: | | | | |
| Compliance and Analysis | | | | |
| Yes | No | N/A | City Code | City Standards and Staff Comments |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.116.030(A) | The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district. |
| | | | Staff Comments | <p>The Light Industrial Number Two (LI-2) District allows for a variety of permitted and conditionally permitted uses ranging from manufacturing to personal service to wholesaling to automotive uses.</p> <p>Multi-family dwelling units are permitted only with the approval of a conditional use permit in the LI-1, LI-2 and LI-3 and must comply with development standards for residential units in light industrial districts as contained in KMC §17.124.090. A maximum of fifty percent (50%) of any light industrial building may be devoted to dwelling units. With the addition of residential use proposed for the subject unit, 24% of the Redfish building will be devoted to dwelling units.</p> <p>The business and residential uses proposed share a main entrance into the unit and the office is separated by walls and accessed off of the main hallway. The entirety of Unit 201 is located on the second-floor of the Redfish building separated from the first-floor LI uses below.</p> <p>The proposed residential component is compliant with all standards for residential units within light industrial districts (See Table 4 for Staff Comment and Analysis). Per KMC §17.18.150, the purpose of the LI-2 Zone is to, “provide for a permanent year round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited related, bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.” Many permitted light industrial uses, such as manufacturing, maintenance service facilities, repair shops, and motor vehicle service, may not occur elsewhere within the City of Ketchum. While not a traditional LI activity, commercial studios, such as the one proposed by the applicant, are permitted within the LI-2 Zone. The proposed commercial studio will be utilized for film production and post production, which is compatible with the existing LI uses within the Redfish building.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.116.030(B) | The conditional use will not materially endanger the health, safety and welfare of the community. |
| | | | Staff Comments | The residential unit proposed within the mixed-use building is consistent with other multi-family dwelling units permitted through the approval of a CUP existing within the Redfish building. While the mixed use of the property may result in conflict, the proposed residential use will not materially endanger the health, safety, and welfare of the community. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.116.030(C) | The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood. |
| | | | Staff Comments | The pedestrian and vehicular traffic associated with the residential use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood. The conversion of Unit 201 to a residential live-work unit will not significantly increase the amount of pedestrian and/or vehicular traffic associated with the existing use. |

| Use | Square Footage/# of Bedrooms | Parking Spaces Required |
|--------------------------|------------------------------|-------------------------|
| <i>Dwelling Unit</i> | <i>1 bedroom</i> | <i>1 parking space</i> |
| <i>Commercial Studio</i> | <i>340 sq ft</i> | <i>1 parking space</i> |
| <i>Total</i> | | <i>2 parking spaces</i> |

According to data contained in existing CUP files associated with the Redfish building, a total of forty (40) parking spaces exist on the site to serve the various uses in the building. The directory for the Redfish Building indicates that Unit #201 was previously VitalLiving Ayurveda Alternative Medicine Practitioner. This health and fitness facility use is conditionally permitted in the LI-2 Zone and would have required 1 space per 250 sq ft. The previous use would have required 5 parking spaces. The proposed uses associated with the residential live-work unit would require three (3) less parking spaces than the existing use.

| | | | | |
|-------------------------------------|--------------------------|--------------------------|-----------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.116.030(D) | The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts. |
| | | | Staff Comments | <i>The residential use will be supported by adequate public facilities and services and will not adversely affect public services to the surrounding area. See Table 2 for comment from Fire and Building Departments.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17.116.030(E) | The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this section. |
| | | | Staff Comments | <i>See Table 2 for the Comprehensive Plan Analysis.</i> <i>The proposed residential component is compliant with all standards for residential units within light industrial districts (See Table 4 for Staff Comment and Analysis). Per KMC §17.18.150, the purpose of the LI-2 Zone is to, “provide for a permanent year round employment base and the location of light manufacturing, wholesale trade and distribution, research and development, service industries, limited related, bulk retail and offices related to building, maintenance and construction and which generate little traffic from tourists and the general public.” Many permitted light industrial uses, such as manufacturing, maintenance service facilities, repair shops, and motor vehicle service, may not occur elsewhere within the City of Ketchum. While not a traditional LI activity, commercial studios, such as the one proposed by the applicant, are permitted within the LI-2 Zone. The proposed commercial studio will be utilized for film production and post production, which is compatible with the existing LI uses within the Redfish building.</i> |

The Planning and Zoning Commission may attach additional conditions to the application approval as it determines necessary in order to ensure the residential use is compatible with the vicinity and adjoining uses, mitigate adverse impacts, and enhance public health, safety, and welfare. Such conditions may include, but are not limited to (KMC §17.116.050):

- A. Minimizing adverse impact on other development;
- B. Controlling the sequence and timing of development;
- C. Controlling the duration of development;
- D. Assuring that development is maintained properly;
- E. Designating the exact location and nature of development;
- F. Requiring the provision for on site or off site public facilities or services;
- G. Requiring more restrictive standards than those generally required in an ordinance; and
- H. Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city.

Additionally, KMC §17.124.090 pertaining to residential standards in light industrial districts states that the following conditions may be attached to the Conditional Use Permit:

- A. Access to the apartments relative to design and relationship to light industrial uses;
- B. Location of residential and light industrial parking on the site;
- C. Restrictions on exterior storage of personal property of tenants;
- D. Certificate of Occupancy required prior to occupancy of units;
- E. Ketchum Fire Department and Ketchum Building Department requirements shall be met prior to occupancy;
- F. Permit shall be reviewed when light industrial occupancies within the building change;
- G. Snow removal required to ensure utility of residential spaces;
- H. Such proof of long term occupancy as deemed appropriate;
- I. Any portion or all waived fees become due and payable upon conversion of resident housing unit(s) to light industrial uses; and/or
- J. Any other condition deemed to enhance the purposes under this use, or to establish or promote the criteria referenced in subsections A1 through A9 of this section.

STAFF RECOMMENDATION

Staff recommends the Planning & Zoning Commission consider the analysis contained in the Staff Report, the applicant's presentation, and any public comment received, deliberate, and move to approve the Conditional Use Permit request to convert Unit #201 in the Redfish Light Industrial Building to a residential live-work unit with associated conditions to ensure the validity, maintenance, and continuity of the LI business.

COMMISSION OPTIONS

- Deny the Conditional Use Permit request for a residential live-work unit in the Redfish Light Industrial Building finding the application does not meet the standards for approval contained in Chapter 17.116 of Ketchum Municipal Code and cite findings supporting denial.
- Direct Staff to return with further research and move to continue the application to a date certain.

RECOMMENDED CONDITIONS

1. The Conditional Use Permit is non-transferable.
2. This Conditional Use Permit approval is based on the application presented at the Planning and Zoning Commission meetings of January 14th and 28th, 2019.
3. The Business License application for the commercial studio associated with film production and post production shall be approved prior to issuance of a Certificate of Occupancy for the remodel project.
4. Unit #201 shall be maintained as a live-work unit with a permitted light industrial work component. At a minimum, the 340 sq ft designated as *Office* on Floor Plan Sheet A100 shall be maintained as a work component associated with a permitted use in the LI-2 Zone. Unit #201 shall not revert to a residential unit use unless future amendments to Ketchum Municipal Code permit residential units greater than 1,000 sq ft in the LI-2 Zone.
5. The CUP shall be reviewed by Planning Staff when/if a written complaint is received. Staff shall verify the complaint and notice the property owner. At the discretion of the Administrator if two (2) or more complaint notices are received, a public hearing before the Commission to review the complaint and applicable CUP provisions shall be scheduled and noticed.

6. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the city will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
7. All persons who rent or sublet any residential living unit within the light industrial zones shall provide the tenant, lessee or subtenant with written notice that such unit is located within the light industrial zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
8. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such light industrial zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such light industrial zone.

ATTACHMENTS

- A. Application
- B. Unit #201 Floor Plan (Sheet A100)
- C. Property Owner Authorization Letter
- D. Amended Business License Application
- E. History of Residential Use in the Light Industrial Districts
- F. Public Comment

Attachment A.

Application



City of Ketchum
Planning & Building

| |
|----------------------|
| OFFICIAL USE ONLY |
| P18-138 |
| 11-5-18 |
| \$1100 ⁰⁰ |
| mp |
| |
| |
| |

Conditional Use Permit Application

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

| | | | |
|--|--|--|--|
| Cherp Condo@ | | OWNER INFORMATION | |
| Project Name: REDFISH CONDO | | | |
| Name of Owner of Record: MIA L. CHERP | | | |
| Physical Address: 270 Northwood Way #201 | | | |
| Property Legal Description: Redfish Light Industrial Condo Unit #201 | | | |
| Property Zoning District: L1-2 | | | |
| Contact Phone: 720 8113 | | Contact Email: mia.lyonpearl@gmail.com | |
| PROJECT INFORMATION | | | |
| Description of Proposed Conditional Use: Residential use | | | |
| Description of Proposed and Existing Exterior Lighting: RPK 088400 00201 | | | |
| ADDITIONAL COMMENTS | | | |
| | | | |
| ACCOMPANYING SUPPORTING INFORMATION REQUIRED | | | |
| <ul style="list-style-type: none"> • Existing Site Plan • Proposed Site Plan • Landscape Plan • Grading and Drainage Plan • Exterior Lighting Plan and Specifications • Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator | | | |

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Applicant Signature

Nov 5, 2018

Date

Attachment B.
Unit #201 Floor Plan
(Sheet A100)

Attachment C.
Property Owner
Authorization Letter

Francesca Keck

1053 Villa Grove Drive, Pacific Palisades CA 90272

TeL: 310 459-0734 Fax: 310 459-0840 Cell: 310 433-5416

fdkvilla@gmail.com

December 4, 2018

To Whom It May Concern:

This letter authorizes Mia L. Cherp to negotiate and oversee all Tenant renovations and services pertaining to my property Unit 201 a mixed use unit in Redfish Light Industrial Building at 270 Northwood Way, Ketchum, Idaho 83340.

Any questions please feel free to contact me.

Thank you,

Sincerely,

A handwritten signature in cursive script that reads "Francesca Keck". The signature is written in dark ink and has a slight flourish at the end.

Francesca Keck

Attachment D.
Business License Application



City of Ketchum

Business License Application

Submit completed application and \$50 fee to the City Clerk Office, PO Box 2315, 480 East Ave., N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

| BUSINESS CONTACT INFORMATION | |
|--|---|
| Name of Business: | |
| Doing Business As: | |
| Business Physical Address: | |
| Business Mailing Address: | |
| Business Phone: | Business Fax: |
| Business Email: | Business Website: |
| PROPERTY OWNER INFORMATION | |
| Name: | |
| Mailing Address: | |
| Phone: | Emergency Number: |
| Zone: <small>*LI District provide copy of a valid Certificate of Occupancy</small> | Business operated from your residence: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| BUSINESS OWNER INFORMATION | |
| Name: | |
| Street Address: | |
| Mailing Address: | |
| Phone: | Emergency Number: |
| State ID: | Federal ID: |
| BUSINESS MANAGER INFORMATION | |
| Name: | |
| Mailing Address: | |
| Phone: | Emergency Number: |
| BUSINESS INFORMATION | |
| Previous business name and type of use at this location: | |
| Describe current business operation and type of use: | |
| Date business established: | |
| Proposed opening date: | |
| Hours of operation: | |
| Is this Business a: Daycare <input type="checkbox"/> Non-Profit <input type="checkbox"/> | |
| If this Business is a daycare, <i>attach copy of daycare license.</i> | |

| | |
|--|---|
| Number of employees: Full Time _____ Part Time _____ | |
| Number of square feet: Retail _____ Wholesale _____ Office _____ Warehouse _____ Research & Development _____ Manufacturer _____ Other _____ | |
| Number of on-site parking spaces: Required _____ Provided _____ <i>submit site plan showing parking spaces.</i> | |
| If this business is a restaurant, <i>attach copy of Idaho South Central Health District inspection report.</i> | |
| Number of seats: | Do you have a grease trap: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Will you be using or storing grease, oils, chemicals or significant quantities of solvents in your business: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| FIRE DEPARTMENT INFORMATION | |
| Does the building have a: (check the box) | |
| <input type="checkbox"/> Fire Sprinkler System | <input type="checkbox"/> Fire Alarm System |
| <input type="checkbox"/> Fire Extinguisher with a minimum 2A:40 B:C rating | <input type="checkbox"/> Knox Box |
| Has any of the above fire equipment had an annual inspection? If yes, on what date? | |
| The following fire codes must be met: | |
| <ul style="list-style-type: none"> • All electrical circuit breakers labeled as to what electrical equipment each breaker controls. • Exit doors and corridors kept free and clear of obstruction or locking devices that require special keys, tools or knowledge to operate during business hours. • Required fire alarm systems must be monitored using two phone lines or other acceptable means. | |
| ADDITIONAL INFORMATION | |
| Will you be manufacturing a product that will have shavings, liquid or solid residues, or require a cooling bath or batch cleaning as part of the process? Yes <input type="checkbox"/> (explain) No <input type="checkbox"/> | |
| Do you intend to remodel or alter the space in any manner? Yes <input type="checkbox"/> (explain) No <input type="checkbox"/> | |
| Will you be adding or changing an existing sign for this business? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Will outdoor areas of your business premises or sidewalks in front of your business be used for sales, displays, vending stands, tables, seating or storage? Yes <input type="checkbox"/> (explain) No <input type="checkbox"/> | |

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.



Applicant Signature

Date

Cell Phone

Email

| OFFICIAL USE ONLY | | |
|------------------------------------|--------------------|-----|
| Date Received: | Fee Paid: | By: |
| Approved/Denied Date (circle one): | By: | |
| Account No.: | Sales Tax No.: | |
| Legal Description: | | |
| Parcel No: | Zone: | |
| NAICS Code: | Business Activity: | |

Attachment E.
History of Residential Use in the
Light Industrial Districts

ZONING CODE HISTORY OF KETCHUM'S LIGHT INDUSTRIAL ZONING DISTRICTS

1974 – Ord. 208

Ketchum's first zoning ordinance

- Created the Light Industrial zone (single district)
- No mention of housing as a use

1976 – Ord. 231

- Allowed housing for security personnel through a Conditional Use Permit

1984 – Ord. 389

- Separated the Light Industrial zone into the three zones still in place today: Light Industrial-1, 2, and 3
- Added the limitation that housing for security personnel could not exceed 600 square feet

1984 – Ord. 390

- Required a Light Industrial Business Permit for all businesses located in a light industrial zone

1991 – Ord. 556

This ordinance cited two studies about the need for affordable housing in Ketchum as rational and justification for expanding the scope of housing in all three Light Industrial zones. The intent was to allow housing for long term residents active in the workforce to be constructed in the LI zones. The regulations adopted in this 1991 ordinance are mainstays that have largely been in place ever since. Regulatory highlights of Ord. 556 include:

- Expanded residential uses allowed in through CUP beyond housing for security personnel
- No dwellings permitted on the first floor
- Up to 50% of building may be devoted to dwelling units
- Units shall be 400-800 square feet
- Units shall not have more than 2 bedrooms
- 1 parking space per bedroom required on site
- Units must either be owner occupied or used for long term occupancy (90 days+)
- Dwellings shall not be separated for sale
- CUPs to be recorded with County
- Residential uses shall be subordinate to other permitted Light Industrial uses

1999 – Ord 801

- Increased permitted square footage of residential units to 1000 sf

2005 – Ord. 954

With this ordinance housing regulations for the Light Industrial – 3 district diverged from the regulations for LI-1 and LI-2. This ordinance facilitated development of the Scott building.

- Differentiated between deed restricted units and units for owner occupation
- Conditional Use Permit still required
- Allowed up to 66% of a building to be housing provided all other standards were met
- The area designated as non-residential use shall be a minimum of 24% of the total floor area; this floor area can't include areas for personal storage for dwelling occupants
- 1/3 of the total housing square footage shall be deed restricted Community Housing units
- Dwellings up to 1400 sq ft permitted
- Three-bedroom units permitted
- No dwelling units on the ground floor

2016 – Ord 1150

This ordinance was the result of a zoning code text amendment initiated by the Community School.

- Added “School Residential Campus” as a use
- Added provision for dormitory rooms
- Added provision allowing dwelling units for school employees to be located on the ground floor

Attachment F.
Public Comment

MICHAEL C. MEAD
P.O. Box 4623
Ketchum, ID 83340
TEL: 415-933-0126 (c)
Email: 1mcmead@gmail.com

FAX TRANSMISSION COVER SHEET

TO: Ketchum Planning & Zoning DATE: 04 DEC 2018
FIRM: City of Ketchum FAX #: 208-726-7812
PAGES: 1, including cover sheet.
SUBJECT: Conditional Use Permit 270 Northwood Way, #201

MESSAGE:

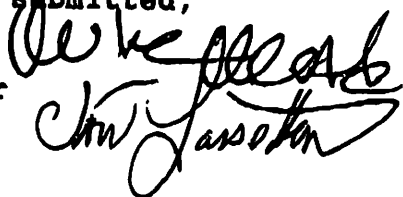
Gentlemen:

As owners of Redfish Building work spaces #202 and #203, we are writing to register our opinion. The building is for both light industrial and live work applications. And, it has not been used as a residential building nor has it been used solely for residential purposes for obvious reasons. It is our sense that allowing a space in such a structure would be at cross purposes for the zone's intended use. Indeed, having a residential only space would make for difficulties with the other spaces because of complaints between the occupants expecting residential type accommodations but having light industrial noise, traffic and disruptions destroying "quiet enjoyment". Our current understanding is that live-work spaces are allowed under certain circumstances including location and size of the space. Radically altering the Live/Work zoning requirements to suit one owner at the potential expense of the other owners would seem to be both arbitrary and capricious.

We, therefore, are petitioning the Planning and Zoning to disallow the use of this space for residential use only and any Conditional permit should require an allowable working use.

Respectfully submitted,

Mike Mead
Jan Lassetter



IMPORTANT

If you do not receive all pages or if the transmission is faulty please call Mike Mead at 415-933-0126.

MICHAEL C. MEAD
P.O. Box 4623
Ketchum, ID 83340
TEL: 415-933-0126 (c)
Email: 1mcmead@gmail.com

FAX TRANSMISSION COVER SHEET

TO: Ketchum Planning & Zoning DATE: 05 DEC 2018
FIRM: City of Ketchum FAX #: 208-726-7812
PAGES: 1, including cover sheet.
SUBJECT: Conditional Use Permit 270 Northwood Way, #201

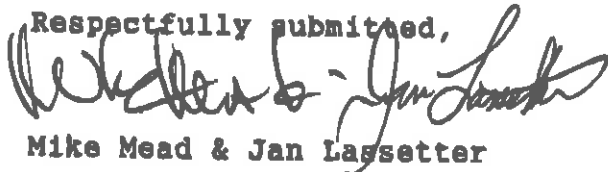
MESSAGE:

Gentlemen:

Presently we are not in town and our mail has been forwarded to us. We have had some more time to consider the subject and the potential ramifications of any actions which may result during the course of the forthcoming hearing.

It is troubling for Jan and me that the space, #201, is being built-out as a purely residential unit space with three (3) bed rooms and two (2) baths. Of course, that does not have the appearance of a configuration which might lead to a live/work space. Rather, it has the feel of a space designed for another usage. It is our understanding the unit was purchased solely for residential usage which would be a mistaken application. We are not familiar with any representations made by the developing owner but failing to provide a work space to conform with existing zoning is a problem. It would be troubling if later the owner/developer were to select a conforming business type which in spirit does conform with no intention to use unit #201 as claimed, in a clear attempt to game the system. It is our understanding the owner intends to use #201 for the use of grand children's accommodations and friends while they are in town. Such a use which seems incompatible with the other comparable units in the Redfish Building would seem to be an invitation for future problems in the building, and the zoning process considered a fatuous exercise and arbitrary restriction.

Respectfully submitted,



Mike Mead & Jan Lassetter

IMPORTANT

If you do not receive all pages or if the transmission is faulty please call Mike Mead at 415-933-0126.

MICHAEL C. MEAD
P.O. Box 4623
Ketchum, ID 83340
TEL: 415-933-0126 (c)
Email: 1mcmead@gmail.com

FAX TRANSMISSION COVER SHEET

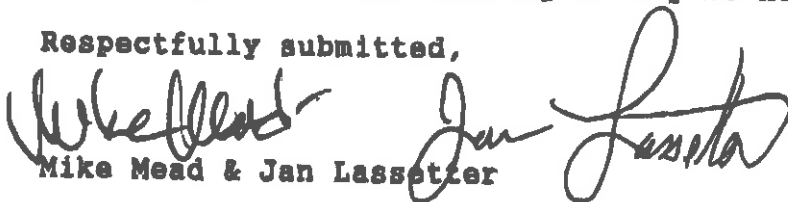
TO: Ketchum Planning & Zoning DATE: 06 DEC 2018
FIRM: City of Ketchum FAX #: 208-726-7812
PAGES: 1, including cover sheet.
SUBJECT: Conditional Use Permit 270 Northwood Way, #201 - Hearing

MESSAGE:

Gentlemen:

Mrs. Mead and I are still out of town. To the extent it is necessary we are requesting Ms Diane Moberg represent our interests and to speak at this hearing as may be necessary.

Respectfully submitted,


Mike Mead & Jan Lassetter

IMPORTANT

If you do not receive all pages or if the transmission is faulty please call Mike Mead at 415-933-0126.