



PLANNING AND ZONING COMMISSION AGENDA-REGULAR MEETING

Monday, May 14, 2018

Ketchum City Hall

480 East Avenue North, Ketchum, ID 83340

1. **4:45 PM – SITE VISIT: Re-Zone Request in the GR-L/Tourist Zone, Lots 1-4, block 67** (Corner of N. 2nd Ave and W. 6th St.)
2. **5:00 PM – SITE VISIT: WDC Ketch Housing Proposal, 560 N. 1st St. (Lot 6, Blk 35)**
3. **5:15 PM – SITE VISIT: 231 E. Sun Valley Road Condo Subdivision, 231 E. Sun Valley Rd. (Lot 8, Blk 17)**
4. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
5. **PUBLIC COMMENT** - Communications from the public for items not on the agenda.
6. **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF**
 - a. **Zoning Code Amendment:** Community Core subdistricts and retail uses. *Continued from March 27th, and April 9th, 2018.* The Commission will consider City-initiated amendments to Title 17, Section 17.12.040, Dimensional Standards – CC District Matrix, Section 17.12.010, Zoning Map Districts, and Section 17.12.020, District Use Matrix.
 - b. **Zoning Code Amendment:** Residential Use in the Light Industrial Districts. *Continued from March 27th, and April 9th, 2018.* The Commission will consider City-initiated amendments to Title 17, Section 17.124.090, Residential, Light Industrial Districts, and Section 17.12.020, District Use Matrix.
 - c. **Briscoe & Associates Conditional Use Permit:** 220 N, Main Street (Lot 2AA Blk 3, Ketchum Townsite:) *Continued from April 9, 2018* The Commission will consider and take action on a Conditional Use Permit application for a business office located on the ground floor of an existing commercial building in the Commercial Core Retail Core Sub-district (CC-A).
 - d. **Re-Zone Request in the GR-L/Tourist Zones:** The Commission will consider and take action on a request by the applicant to rezone lots 1-4, block 67 from GR-L/Tourist to GR-L.
 - e. **231 E. Sun Valley Road Condos Subdivision:** The Commission will consider and take action on a request by the applicant to convert a two-story mixed-use building, currently under construction to a two-unit condominium building to contain office and residential space.
 - f. **WDC Ketch Housing Proposal:** 560 N. 1st St. (Lot 6, Blk 35) - The Commission will hear public comment, consider and provide feedback on a Pre-Application Design Review for a multi-family housing proposal.
 - g. **Text Amendment - Setback Definition:** *Continued from March 12th and April 9th, 2018.* The Commission will consider a request to amend the City of Ketchum Municipal Code, Title 17, Zoning Code, Section 17.08.020, Terms Defined, to amend the definition of “Setback” to exclude below grade buildings and structures. Additional city-initiated text amendments to Chapter 17.96, Design Review, Chapter 17.88, Floodplain Management Overlay, Chapter 17.104 Mountain Overlay Zoning District, Chapter 17.124, Development Standards, and Section 17.128.020, Supplementary Yard Regulations will be considered.
7. **CONSENT CALENDAR**
 - a. **Minutes:** April 9, 2018
 - b. **KSVVA Fire Training Facility Findings of Fact and Conclusions of Law**
8. **FUTURE PROJECTS AND NOTICING REQUIREMENTS**
9. **STAFF REPORTS & CITY COUNCIL MEETING UPDATE**
10. **COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE**
 - Appeal Process
 - Construction Activity Plan
 - Street Standards and Signs Update Workshop
11. **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

May 14, 2018

Ketchum Planning and Zoning Commission

STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION REGULAR MEETING OF MAY 14, 2018

- PROJECT:** City-initiated Text Amendments to Title 17, Zoning, to amend regulations for retail establishment square footage in the Community Core
- REPRESENTATIVE:** City of Ketchum Planning and Building Department
- DESCRIPTION:** Amendments to Section 17.12.020, District Use Matrix, Section 17.12.040, Dimensional Standards – CC District, and 17.12.020, Zoning Map Districts
- NOTICE:** Notice appeared in the Idaho Mountain Express, was mailed to outside agencies, and was posted in three (3) public locations on February 14, 2018. The hearing was continued to March 27, 2018, April 9, 2018 and May 14, 2018.
- PUBLIC HEARINGS:** Planning and Zoning Commission
- March 12, 2018
 - March 27, 2018
 - April 9, 2018
 - May 14, 2018
- PLANNER:** Brittany Skelton, Senior Planner
- ATTACHMENTS:** None

INTRODUCTION

Due to the number of applications from the public to review at the May 14th, 2018 Planning and Zoning Commission meeting a second May meeting with the Commission has been scheduled for Tuesday, May 29th, 2018. Staff recommends continuing this hearing, and other city-initiated text amendments, to Tuesday, May 29th 2018 special meeting.

RECOMMENDED MOTION

"I MOVE TO CONTINUE THE PUBLIC HEARING ON CITY-INITATED TEXT AMENDMENTS TO TITLE 17, ZONING, REGARDING THE SQUARE FOOTAGE OF RETAIL ESTABLISHMENTS TO THE MAY 29th, 2018 SPECIAL MEETING."



City of Ketchum

May 14, 2018

Ketchum Planning and Zoning Commission

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING MAY 14, 2018**

- PROJECT:** City-initiated Text Amendments to Title 17, Zoning, to amend regulations for residential use in the Light Industrial zones
- REPRESENTATIVE:** City of Ketchum Planning and Building Department
- DESCRIPTION:** Amendments to Section 17.12.020, District Use Matrix, Section 17.124.070 and Section 17.124.090, Residential, Light Industrial Districts
- NOTICE:** Notice appeared in the Idaho Mountain Express, was mailed to outside agencies, and was posted in three (3) public locations on February 14, 2018. The hearing was continued to the March 27, 2018, April 9, 2018 and May 14, 2018.
- PUBLIC HEARINGS:** Planning and Zoning Commission
- March 12, 2018
 - March 27, 2018
 - April 9, 2018
 - May 14, 2018
- PLANNER:** Brittany Skelton, Senior Planner
- ATTACHMENTS:** A. Light Industrial zone maps

INTRODUCTION

Staff recommends continuing the hearing to the May 29, 2018 special Planning and Zoning Commission meeting.

For information purposes staff has attached a draft of a base map of the Light Industrial zones study area. Detail will be added to this map and it will be displayed at the city's upcoming outreach event, A Fair on the Square, which will be held at Town Square on Friday, May 25th from 4:00 p.m. to 7:00 p.m.

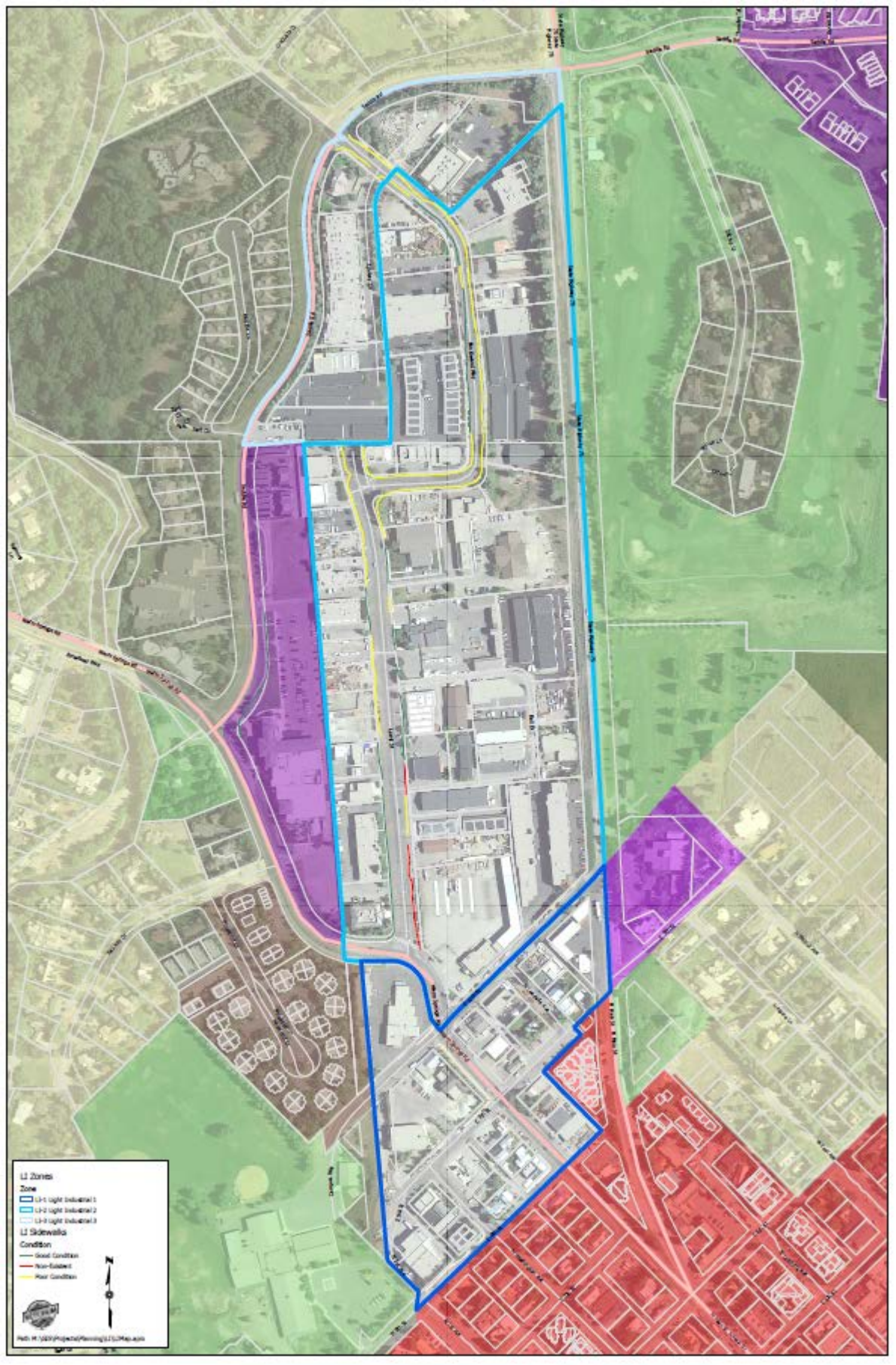
STAFF RECOMMENDATION AND RECOMMENDED MOTION

Staff recommends continuing the public hearing to May 29, 2018.

"I MOVE TO CONTINUE THE PUBLIC HEARING TO MAY 29, 2018."

ATTACHMENTS

- Draft Light Industrial study area base map



L2 Zones

Zone

- L2-1 Light Industrial 1
- L2-2 Light Industrial 2
- L2-3 Light Industrial 3

L2 Sidewalks

Condition

- Good Condition
- Near-Substandard
- Poor Condition

File # 2023ProjectPlanning/L2Map.aprx



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 14th, 2018

PROJECT: Briscoe & Associates CUP

FILE NUMBER: #18-033

APPLICANT: James Briscoe

REQUEST: Conditional Use Permit application for a business office located on the ground floor of an existing commercial building with street frontage along Main Street.

LOCATION: 220 N. Main Street
(Ketchum Townsite: Block 3: Lot 2AA)

ZONING: Commercial Core Retail Core Sub-district (CC-A)

OVERLAY: None

NOTICE: Notice was posted in the Idaho Mountain Express and in three public City locations on March 21st, 2018. Notice was mailed to property owners within a 300 foot radius of the subject property on March 16th, 2018. Notice was posted on the subject property on April 2nd, 2018.

REVIEWER: Abby Rivin, Associate Planner

ATTACHMENTS: A. Application Form
B. Parking Space Lease
C. Briscoe & Associates CUP Staff Report, April 9th, 2018

BACKGROUND

On April 9th, 2018, the Planning and Zoning Commission considered a Conditional Use Permit (CUP) application for a commercial brokerage office sited on the ground floor of an existing building at 220 N. Main Street. After consideration of the applicant's testimony, Staff comments, and public comments, the Planning and Zoning Commission moved to continue review to the May 14th, 2018 Regular Meeting in order for the applicant to address the parking requirement. The applicant has satisfied the parking requirement by leasing a space on an adjacent parcel located at the corner of N. Leadville Avenue and E. 2nd Street.

The subject property is located in the Retail Core Sub-district of the Commercial Core Zoning District (CC-A) and was formerly a retail establishment. Business offices are a permitted use in the CC-A Zoning District, however, offices and professional services on the ground floor with street frontage require a conditional use permit. As the proposed office is sited on the ground floor with street frontage along Main Street, Briscoe & Associates requires approval of a CUP in order to operate in the subject location.

ANALYSIS

Ketchum City Code §17.18.130 establishes the purpose of the Community Core and includes offices as a compatible use. While offices are listed as a compatible use within the CC Zoning District, this type of use decreases vibrancy within the Community Core area. Unlike retail, food service, and entertainment uses, business offices do not attract a significant amount of residents or visitors. As the hours of operation are during the day, business offices also decrease vibrancy downtown during the evening. The 2014 Comprehensive Plan emphasizes upper floors as the most appropriate location for business offices. While more vibrant uses on ground floor properties are encouraged within the Retail Core, the Planning and Zoning Commission may not deny the conditional use permit solely because it conflicts with this section of the 2014 Comprehensive Plan.

PARKING

Per Ketchum City Code §17.125.020(A)(1), off street parking regulations apply to any change of use. The subject business office is less than 1,000 sq ft. Non-residential uses in the CC Zoning District require 1 parking space per 1,000 gross sq ft. The existing development on the subject parcel precludes the addition of a parking space to satisfy the requirement. On April 24th, 2018, the applicant submitted a lease agreement for one parking space located on the vacant lot across the alley from the subject building (Ketchum Townsite: Block 3: Lot 5). As existing development prohibits the addition of a parking space on the site, Staff finds that the parking space lease satisfies the parking requirement for the change in use. The parking space lease has been included as *Attachment B* to this Staff Report.



According to the City of Ketchum’s Zoning Ordinance, conditional uses possess characteristics that require review and appraisal by the Planning and Zoning Commission to determine whether or not the use would cause any public health, safety, or welfare concerns. Conditional uses may be granted by the Commission if the applicant demonstrates that (§17.116.030 Conditional Use Permit Criteria):

- A. The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;

- B. The conditional use will not materially endanger the health, safety and welfare of the community;
- 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;
- 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; and
- E. The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of the Zoning Ordinance.

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:				
Yes	No	N/A	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 Comment	<i>Offices are listed as a compatible use within the Commercial Core Zoning District. While the proposed use will decrease vibrancy along Main Street, Staff finds the building office is not unreasonably incompatible with the food and beverage service, retail, entertainment, and cultural uses permitted within the Retail Core area.</i>
<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 Comment	<i>The proposed project is consistent with the types of uses permitted downtown. The proposed business office use is not expected to materially endanger the health, safety, or welfare of the community.</i>
<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 Comment	<i>The proposed business office use is not anticipated to significantly increase the amount of pedestrian and/or vehicular traffic along Main Street.</i>
<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 Comment	<i>Public utilities, emergency, and essential services are available to serve the subject property and the subject change of use from retail to a business office is unlikely to impact the provision of these utilities and services.</i>
<input type="checkbox"/>	<input checked="" 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 Comment	<i>The Briscoe & Associates CUP is supported by the following goals and policies of the 2014 Comprehensive Plan:</i> <ul style="list-style-type: none"> • <i>Goal E-1: Ketchum will work to retain and help expand existing independent small local businesses and corporations.</i> • <i>Goal E-2: Ketchum will support and attract businesses and industries that diversify and sustain the local economy and level out seasonal fluctuations.</i> • <i>Goal E-4: Ketchum will contain a balance of businesses that provide services and shopping for local residents' needs and for tourists.</i> <i>While supporting businesses like Briscoe & Associates contributes to Ketchum's strong and diverse economy, the proposed siting of the business offices decreases vibrancy downtown. The Comprehensive Plan encourages offices to be located on upper floors within the Retail Core.</i>

The Planning and Zoning Commission may attach additional conditions to the application approval as it determines necessary in order to ensure the food and beverage service 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 (Ketchum City Code §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.

STAFF RECOMMENDATION

Staff recommends approval of the Briscoe & Associates Conditional Use Permit finding the application meets the standards for approval under Chapter 17.116, Conditional Uses of Ketchum Zoning Code.

COMMISSION OPTIONS

- Move to approve the Briscoe & Associates CUP finding the application meets the standards for approval under Chapter 17.116, Conditional Uses of Ketchum Zoning Code.
- Direct Staff to return with further research and move to continue the application to a date certain.
- Move to deny the proposed Briscoe & Associates CUP and draft findings supporting denials.

ATTACHMENT A.
APPLICATION FORM



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**

3-13-18
MP

OFFICIAL USE ONLY	
File Number	P18-033
Date Received	3-13-18
By:	MP
Fee Paid:	1100.00
Approved Date:	
Denied Date:	
By:	

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.ketchumidaho.org and click on Municipal Code.

OWNER INFORMATION	
Project Name:	BRISCOE & ASSOCIATES
Name of Owner of Record:	JAMES BRISCOE
Physical Address:	230 N. MAIN ST KETCHUM
Property Legal Description:	KETCHUM LOT 1 Block 3
Property Zoning District:	COMMUNITY CORE
Contact Phone: 307-250-4243	Contact Email: jim@briscoeassociates.com
PROJECT INFORMATION	
Description of Proposed Conditional Use:	Commercial Brokerage
Description of Proposed and Existing Exterior Lighting:	Attended Attended
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 tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Applicant Signature

3-13-18

Date

ATTACHMENT B.
PARKING SPACE LEASE

Leadville Limited
PO Box 630
Sun Valley, ID 83353
208-726-3317

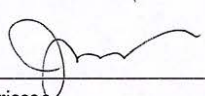
Lease of One Parking Space located at Lot 5, Block 3, Ketchum, Idaho

SPACE: One parking space located at above referenced property.

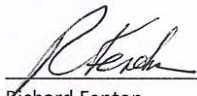
RENT: \$100 (One Hundred Dollars) per month.

TERM: One (1) year.
Start Date: April 11, 2018
Tenant shall have an option to renew the lease for one year.
Option may be terminated by new owner in the event of a sale.

INSURANCE: Tenant to carry liability insurance naming Landlord as additional insured; no overnight parking in winter to allow for plowing. Landlord to be held harmless from any damages to tenant's vehicles.



James Briscoe



Richard Fenton
Leadville

ATTACHMENT C.
STAFF REPORT, APRIL 9th, 2018



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF APRIL 9th, 2018

PROJECT: Briscoe & Associates CUP

FILE NUMBER: #18-033

APPLICANT: James Briscoe

REQUEST: Conditional Use Permit application for a business office located on the ground floor of an existing commercial building with street frontage along Main Street.

LOCATION: 220 N. Main Street
(Ketchum Townsite: Block 3: Lot 2AA)

ZONING: Commercial Core Retail Core Sub-district (CC-A)

OVERLAY: None

NOTICE: Notice was posted in the Idaho Mountain Express and in three public City locations on March 21st, 2018. Notice was mailed to property owners within a 300 foot radius of the subject property on March 16th, 2018. Notice was posted on the subject property on April 2nd, 2018.

REVIEWER: Abby Rivin, Associate Planner

ATTACHMENTS: A. Application Form

BACKGROUND

The applicant, James Briscoe, has requested approval of a Conditional Use Permit (CUP) for a commercial brokerage office sited on the ground floor of an existing commercial building at 220 N. Main Street. The subject property is located in the Retail Core Sub-district of the Commercial Core Zoning District (CC-A) and was formerly a retail establishment.

Business offices are a permitted use in the CC-A Zoning District, however, offices and professional services on the ground floor with street frontage require a conditional use permit. As the proposed office is sited on the ground floor with street frontage along Main Street, Briscoe & Associates requires approval of a CUP in order to operate in the subject location.

ANALYSIS

Ketchum City Code §17.18.130 establishes the purpose of the Community Core and includes offices as a compatible use.

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.

While offices are listed as a compatible use within the CC Zoning District, this type of use decreases vibrancy within the Community Core area. Unlike retail, food service, and entertainment uses, business offices do not attract a significant amount of residents or visitors. As the hours of operation are during the day, business offices also decrease vibrancy downtown during the evening. The 2014 Comprehensive Plan emphasizes upper floors as the most appropriate location for business offices.

Retail Core: The community's primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining is served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices.

While more vibrant uses on ground floor properties are encouraged within the Retail Core, the Planning and Zoning Commission may not deny the conditional use permit solely because it conflicts with this section of the 2014 Comprehensive Plan.

Per Ketchum City Code §17.125.020(A)(1), off street parking regulations apply to any change of use. The subject business office is less than 1,000 sq ft. Non-residential uses in the CC Zoning District require 1 parking spaces per 1,000 gross sq ft. No parking spaces are provided on the subject parcel. As no parking spaces are provided on site, the business office use is nonconforming in relation to the off street vehicle parking and loading requirements as prescribed in Ketchum City Code §17.125.040. Staff finds that the Conditional Use Permit is a continuation of a nonconforming use (KCC§17.136.020) as no parking spaces are provided on the existing, developed site.

According to the City of Ketchum's Zoning Ordinance, conditional uses possess characteristics that require review and appraisal by the Planning and Zoning Commission to determine whether or not the use would cause any public health, safety, or welfare concerns. Conditional uses may be granted by the Commission if the applicant demonstrates that (§17.116.030 Conditional Use Permit Criteria):

- A. The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
- B. The conditional use will not materially endanger the health, safety and welfare of the community;
- 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;
- 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; and
- E. The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of the Zoning Ordinance.

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:				
Yes	No	N/A	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 Comment	<i>Offices are listed as a compatible use within the Commercial Core Zoning District. While the proposed use will decrease vibrancy along Main Street, Staff finds the building office is not unreasonably incompatible with the food and beverage service, retail, entertainment, and cultural uses permitted within the Retail Core area.</i>
<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 Comment	<i>The proposed project is consistent with the types of uses permitted downtown. The proposed business office use is not expected to materially endanger the health, safety, or welfare of the community.</i>
<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 Comment	<i>The proposed business office use is not anticipated to significantly increase the amount of pedestrian and/or vehicular traffic along Main Street.</i>
<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 Comment	<i>Public utilities, emergency, and essential services are available to serve the subject property and the subject change of use from retail to a business office is unlikely to impact the provision of these utilities and services.</i>
<input type="checkbox"/>	<input checked="" 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 Comment	<p><i>The Briscoe & Associates CUP is supported by the following goals and policies of the 2014 Comprehensive Plan:</i></p> <ul style="list-style-type: none"> • <i>Goal E-1: Ketchum will work to retain and help expand existing independent small local businesses and corporations.</i> • <i>Goal E-2: Ketchum will support and attract businesses and industries that diversify and sustain the local economy and level out seasonal fluctuations.</i> • <i>Goal E-4: Ketchum will contain a balance of businesses that provide services and shopping for local residents' needs and for tourists.</i> <p><i>While supporting businesses like Briscoe & Associates contributes to Ketchum's strong and diverse economy, the proposed siting of the business offices decreases vibrancy downtown. The Comprehensive Plan encourages offices to be located on upper floors within the Retail Core.</i></p>

The Planning and Zoning Commission may attach additional conditions to the application approval as it determines necessary in order to ensure the food and beverage service 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 (Ketchum City Code §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.

STAFF RECOMMENDATION

Staff recommends approval of the Briscoe & Associates Conditional Use Permit finding the application meets the standards for approval under Chapter 17.116, Conditional Uses of Ketchum Zoning Code.

COMMISSION OPTIONS

- Move to approve the Briscoe & Associates CUP finding the application meets the standards for approval under Chapter 17.116, Conditional Uses of Ketchum Zoning Code.
- Direct Staff to return with further research and move to continue the application to a date certain.
- Move to deny the proposed Briscoe & Associates CUP and draft findings supporting denials.



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 14, 2018

PROJECT: Sundali Mace Rezone

FILE NUMBER: P18-039

PROPERTY LOCATION: Lot 1A, Block 67, Ketchum Townsite

PROPERTY OWNER: Bill Sundali and Shane Mace

REQUEST: Applicant initiated request to rezone Lot 1A, Block 67, Ketchum Townsite from a combination of General Residential – Low Density (GR-L) and Tourist (T) to entirely Tourist (T).

PUBLIC NOTICE: April 25th, 2018 a public notice was mailed to political subdivisions, outside agencies, property owners within 300' of the subject property, and was published in the Idaho Mountain Express. On May 4th public notice was physically posted on site.

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. Application**
 - Application
 - Cover Letter
 - Zone change request map
- B. Lot Line Shift exhibit**
- C. Public comment received as of 5:00 p.m. May 7, 2018**
- D. 2014 Comprehensive Plan Neighborhoods and Districts Map**

APPLICANT’S REQUEST

The applicant has requested to zone the entirety of Lot 1A, currently zoned both Tourist (T) and General Residential – Low Density (GR-L), to be entirely Tourist. Tourist zoning currently comprises 66%, or 5,471 square feet of the 8,238 square foot lot

CONSIDERATIONS FOR COMMISSION

There are considerations for the Commission:

- Is Tourist the appropriate zoning designation; and
- If Tourist is the appropriate zoning designation, should rezoning to Tourist be subject to a Development Agreement?
- Or, status quo – take no action, the parcel remains zoned both Tourist and GR-L.

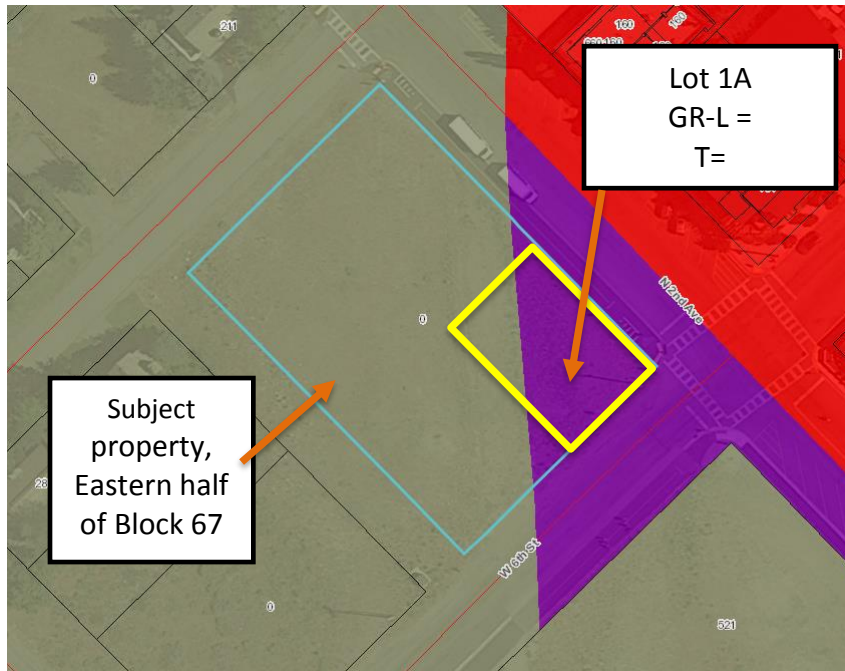
BACKGROUND

Bill Sundali and Shane Mace own the four lots on the east side of the unimproved alley that comprise the eastern half of Block 67 of Ketchum Townsite. Block 67 is bordered by 2nd Avenue to the east, 1st avenue to the west, 7th Street to the north and 6th Street to the south. The unimproved north-south alley is located in the center of the block.

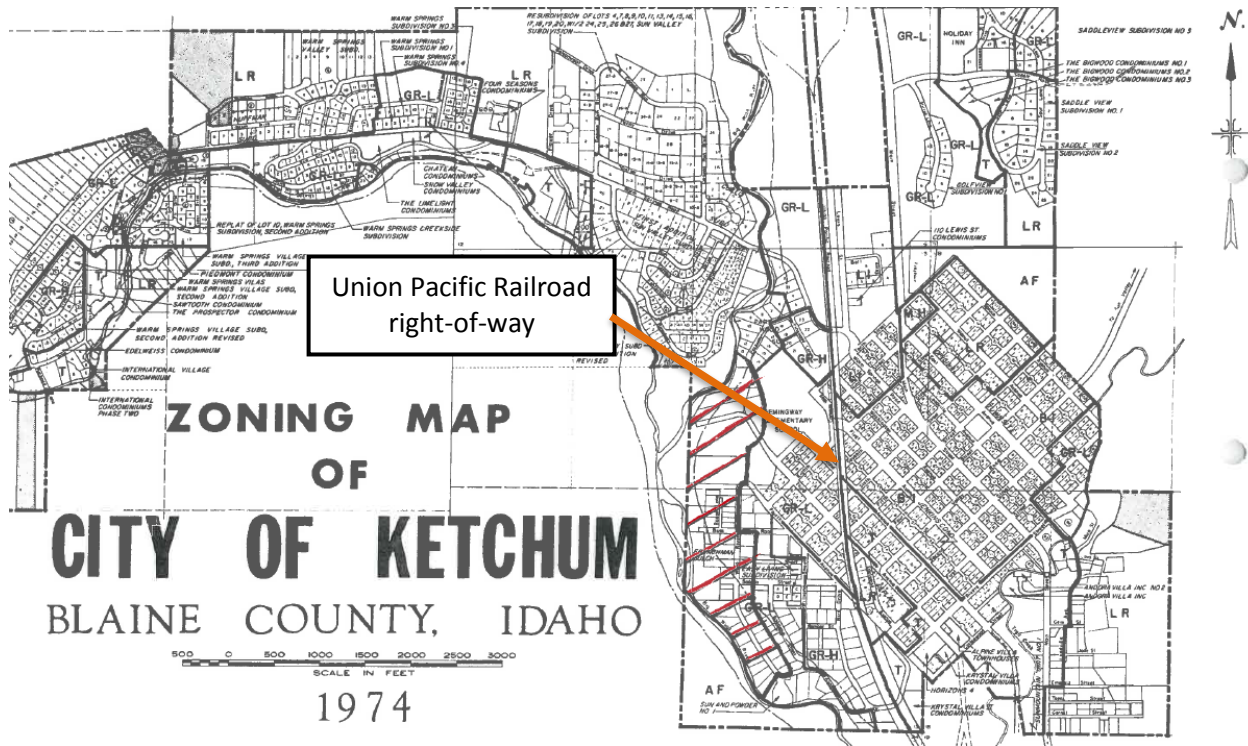


Historically, the lots were oriented with their longer sides (150’) parallel 6th and 7th streets and their shorter sides (55’) parallel to 1st and 2nd Avenues and the alley. In April 2018 Sundali and Mace, represented by Bruce Smith, Alpine Enterprises, submitted a Lot Line Shift application to reconfigure the orientation of lots 1, 2, 3 and 4 so that their shorter sides are parallel to 6th and 7th Streets and their longer sides are parallel to 1st and 2nd Avenues and the alley; the Lot Line Shift application was approved on April 20th, 2018 and recordation of the plat reflecting the new configuration of the lots is pending with Blaine County. Upon recordation the lots will be renamed 1A, 2A, 3A and 4A. Attachment B depicts the configuration of the lots as approved with the Lot Line Shift application.

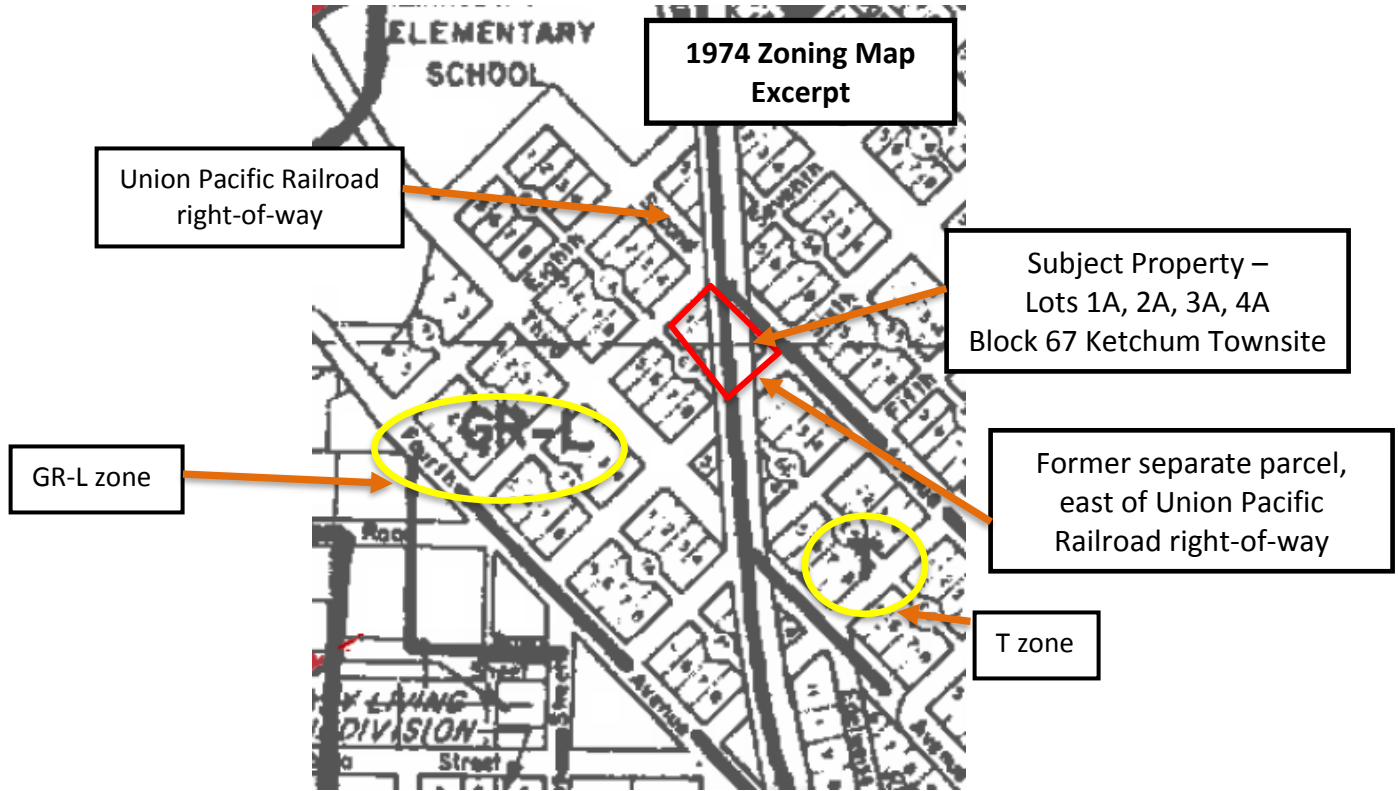
The former Union Pacific Railroad right-of-way transverses the eastern half of Block 67. The railroad right-of-way was 100' in width and the GR-L / Tourist zoning district boundary appears to have historically been located along the centerline of the railroad right-of-way, as evidenced by the 1974 zoning map and language in the 1974 zoning code and described further below. Although the railroad right-of-way was vacated in phases (Ord. 489, 1989 and Ord. 1153, 2016) and quitclaimed to adjoining property owners the GR-L / Tourist zoning district boundary has continued to follow the centerline of the former railroad right-of-way. Currently, the GR-L / Tourist boundary approximately bisects Lot 1A, with slightly more square footage zoned T; Lot 1A is 8,238 square feet, with 5,471 currently zoned T and 2,767 currently zoned GR-L.



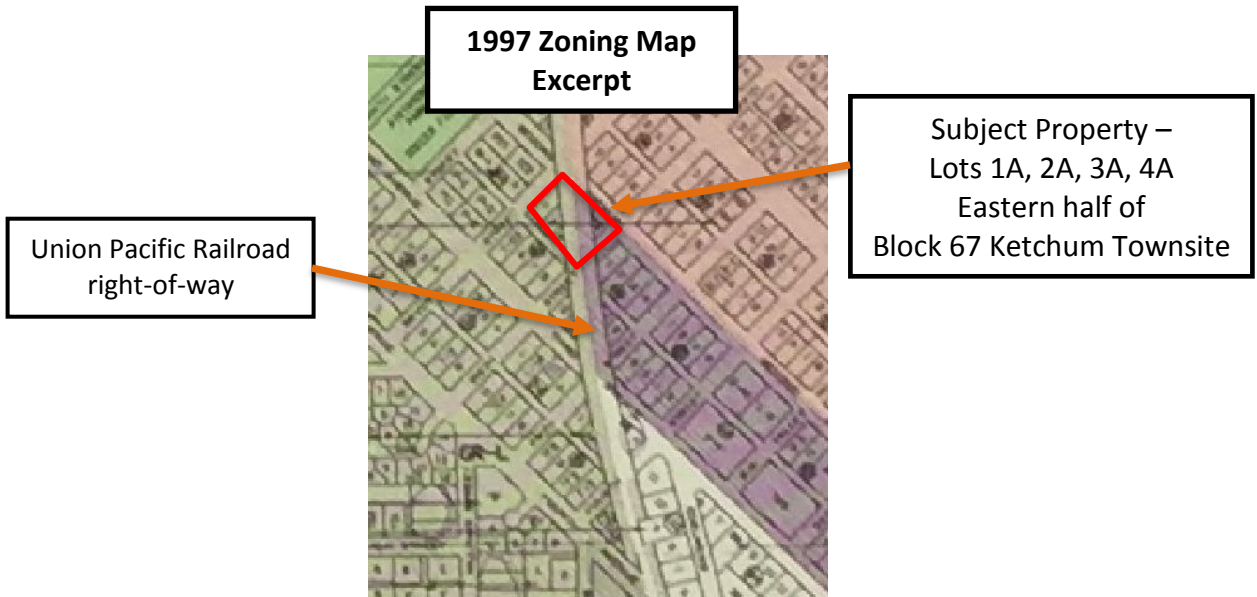
Beginning with the 1974 zoning map the Union Pacific Railroad right-of-way served as a zoning district boundary between GR-L and T and between other zoning districts elsewhere in the city.



The City of Ketchum's first zoning ordinance, Ord. 208, contained language stating that [lot] lines, centerlines of streets, alleys, railroad rights-of-way, centerlines of streambeds, and municipal corporate lines typically represented zoning district boundaries (Ord. 208, section 4.2.2). Additionally, Ord. 208 provided that when a zoning district boundary did divide a parcel the zoning requirements of the less restrictive zoning district could be extended up to twenty-five feet (25') into the more restrictively zoned portion of the lot (Ord. 208, section 4.2.3).

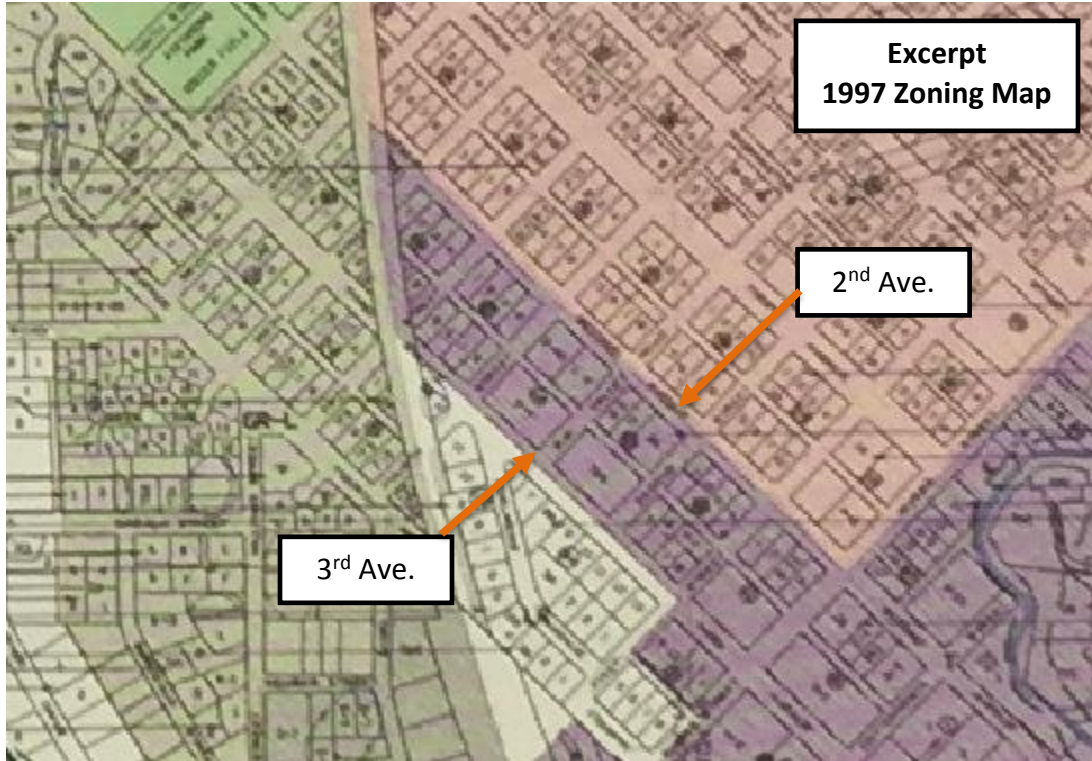


Consistent with the descriptions of zoning district boundaries that have been part of the Ketchum zoning code since 1973, the 1997 City of Ketchum zoning map indicates the approximate centerline of the railroad right-of-way to be the boundary between zoning districts. Additionally, the 1997 zoning map reflects that historically the Tourist zoning district served as a buffer between the Community Core and the residential GR-L and LR zones.

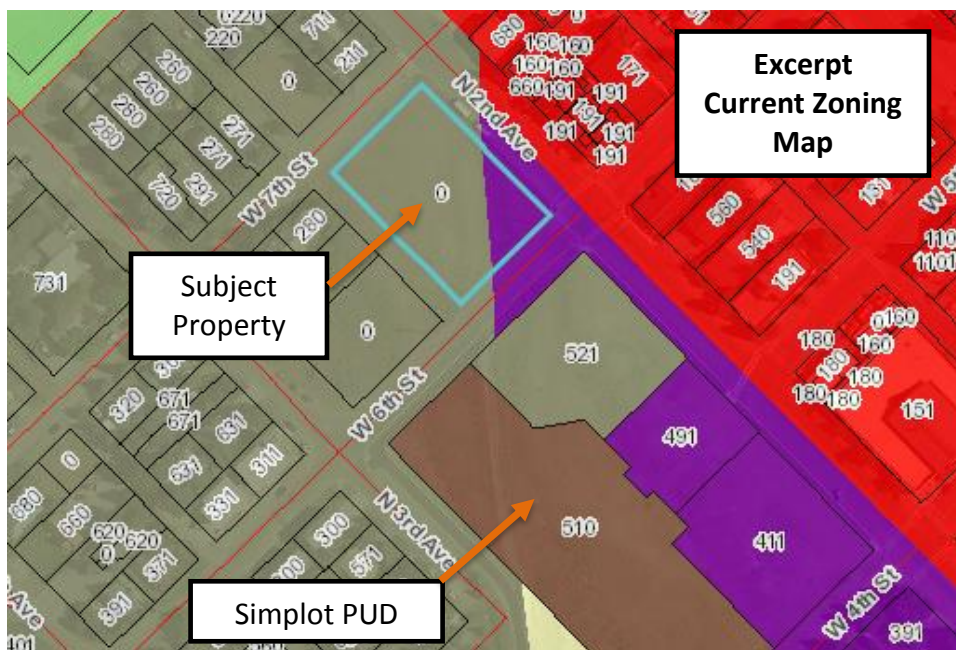


EXISTING CONDITIONS

While the 1997 zoning map reflects Tourist zoning on all property between 2nd and 3rd avenues from the east of the railroad right-of-way, in 2006 the Simplot property (Simplot PUD Subdivision) was rezoned to a combination of GR-H, GR-L and T under a Development Agreement rezone and Planned Unit Development (PUD) entitlement process.



Currently, the subject property is bordered by GR-L zoning to the north, west, and south, with Community Core zoning to the east. The portion of Lot 1A zoned Tourist is adjacent to Community Core to the east, GR-L to the north, south, and west.



ANALYSIS

Zoning

The zoning code currently contains the same language as the 1974 code regarding zoning district boundaries typically aligning with lot lines, centerlines of streets, alleys, and railroad rights of way (17.010.B.2). Because the railroad right-of-way has been vacated the logical boundary for the zoning district is now the parcel's property boundaries. The questions for the Commission's consideration are whether Tourist is the appropriate zoning designation for Lot 1A and if so, should Tourist zoning be subject to a Development Agreement that could limit the uses or scale of development.

As depicted in the maps in the preceding section, the subject property is located in a transitional area that has historically served as a buffer between the Community Core and residential neighborhoods. Lot 1A in particular is across 2nd Avenue from the Community Core but surrounded by GR-L on all other sides.

The majority of the square footage on the property is zoned Tourist. The zoning code also currently contains the same provision as the 1974 code that permits the requirements of the less restrictive zoning district to be extended 25' (17.010.B.3). If the property owners chose to do so, they could construct a building subject to dimensional standards and uses permitted in the T zone on Lot 1 if the building were located in the area currently zoned T and the area 25' offset from the area zoned T.

In terms of character of the area, staff does not find development on Lot 1A permissible under the Tourist zoning standards to be reasonably incompatible with the surrounding area. Accounting for caveats and exceptions in the zoning code, dimensional standards for the Tourist and GR-L zoning districts share similarities for setbacks but diverge under developable square footage, permitted building coverage, and building height.

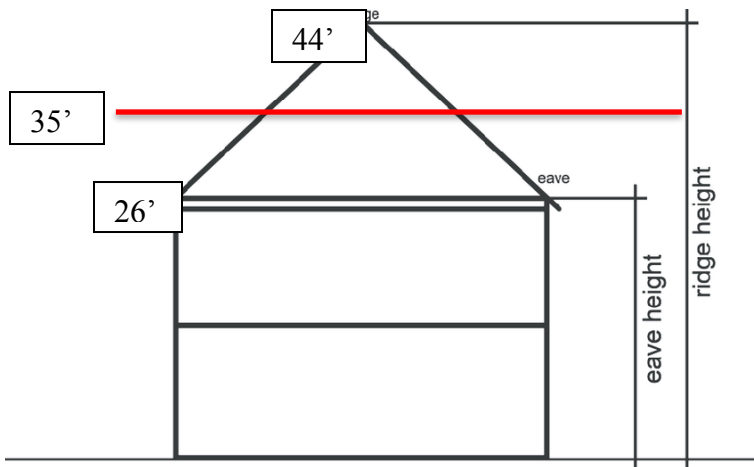
Table 1: GR-L and Tourist Zoning Dimensional Standards Comparison

	GR-L	Tourist
Minimum Lot Area	8,000 square feet	8,000 square feet
Minimum Lot Area, Townhouse subplot	Two townhouses sublots maximum; subplot size may align with townhouse building footprint	Sublot size may align with townhouse building footprint
Building Height	35'	For building with a roof pitch greater than 5:12 the maximum height to the mean point of the ridge or ridges measured from eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to a height of 44 feet.
Maximum Building Coverage	35%	65%
Maximum FAR	N/A	0.5 by right, 1.6
Minimum Open Space	65%	35%
Side Setback - Interior	The greater of 1' for every 3' in building height, or 5'. Setback may be 0' between townhouse sublots where the townhomes share a party wall.	The greater of 1' for every 3' in building height, or 5'. At least 10' for one-family dwellings. Setback may be 0' between townhouse sublots where the townhomes share a party wall.
Side Setback - 2nd Avenue	10'	10'
Rear Setback	1' for every 3' in building height	1' for every 3' in building height
Front Setback	15'	15'

Floor Area Ratio is the major limiting factor for development under the Tourist zoning designation. Because the lot is 8,238 square feet in size, the by-right developable square footage under a 0.5 FAR is 4,119. If Community Housing obligations are met up to 13,108 square feet could be developed. Under GR-L zoning, since 35% building coverage is permitted, assuming a 3-story building with the maximum size building footprint, up to 8,650 square feet could be developed.

Because FAR limits development under the T zone, although 65% lot coverage is permitted (equating to a 5,354 square foot building footprint), a building with the maximum footprint could not be three full stories (16,064 square feet) because the maximum FAR is 13,180 gross square feet.

Nevertheless, the maximum 13,180 gross square footage permitted with Tourist zoning is 4,530 square feet greater, or 34% greater, than the 8,649 permitted under the GR-L zoning.



The other main dimensional standard point of divergence is building height. While the maximum height for a flat roof or minimally pitched roof is 35' in both districts, roofs with pitches 5:12 or steeper in the T zone may reach a height of 44' provided the mean height of the ridge is 35' as measured from the height of the eave to the top of the roof. In other words, if the eave height is 26' and the peak of the roof is 44', the mean height of the ridge would be 35'. These heights are represented illustratively in the adjacent graphic.

USES

The GR-L zone permits two single-family homes or two townhouse units to be developed. Daycare facilities and places of assembly are permitted by conditional use.

The Tourist zone permits one single-family home or townhouses, apartments or condominiums without a stated maximum number of units (number of units are restricted by the number of units that can fit within building height, setbacks, building coverage, parking, and building and fire code).

The Tourist zone also permits a variety of commercial uses including retail stores up to 2,500 square feet, restaurants, health and fitness facilities, hotels, personal service, repair shops, medical care facilities, daycare facilities and convenience stores. Offices and recreation facilities are permitted by conditional use.

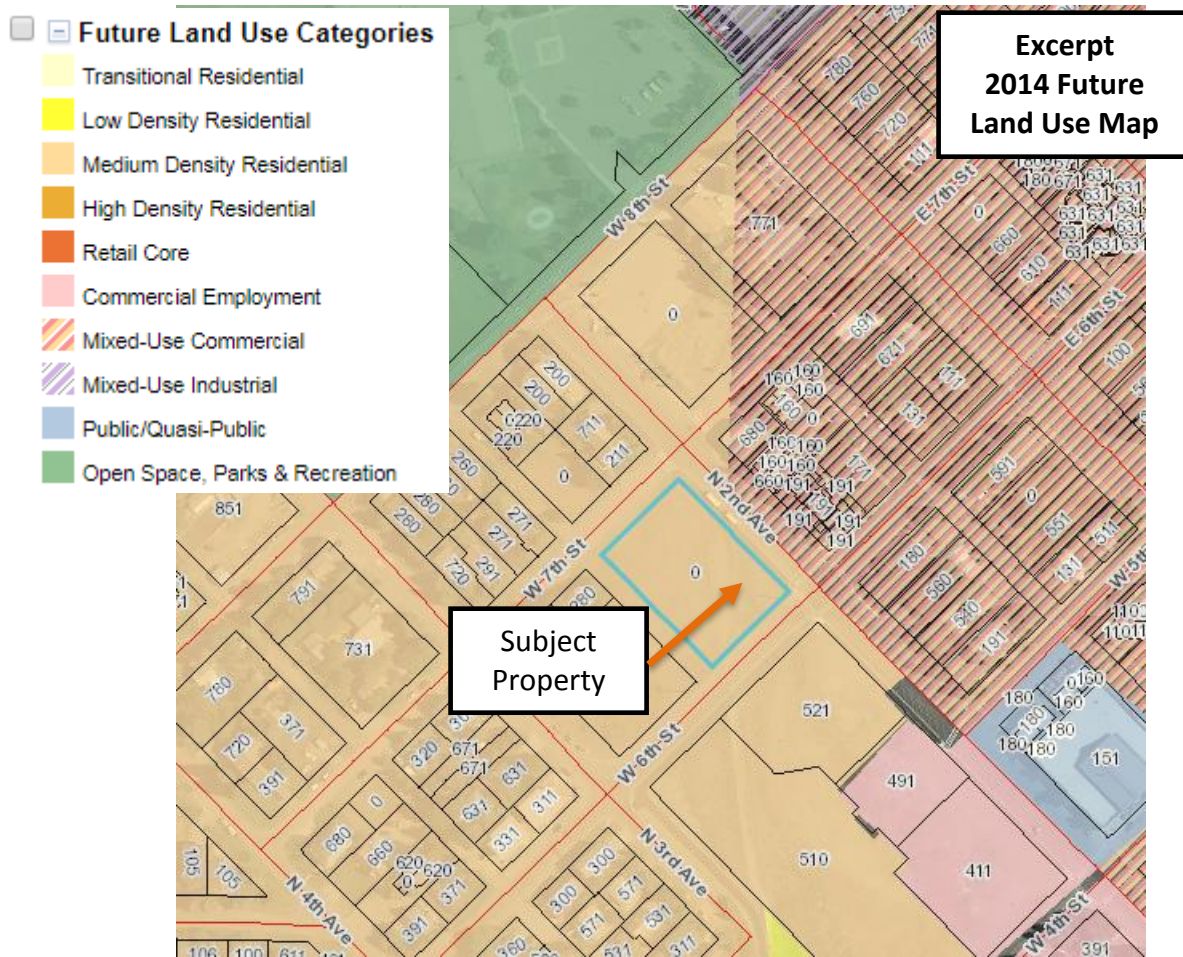
Both zones permit residential care facilities, and public utilities and permit public uses by conditional use.

COMPREHENSIVE PLAN

The Future Land Use Map in the 2014 Comprehensive Plan designates the subject property and much of the surrounding area to the north, west, and south to be Medium Density Residential. The Future Land Use Map designations for the Simplot property align with the approved PUD and Development Agreement.

Primary uses in the Medium Density Residential area include a broad variety of residential types, including single-family residences, duplexes, and other attached-unit types. Secondary uses include supporting and complementary uses to residential development, such as accessory dwelling units, community gardens, open

space and recreation, schools, places of worship, and other public uses. Senior housing facilities are also listed as an appropriate secondary use within this area (2014 City of Ketchum Comprehensive Plan, page 68).



Additionally, the Neighborhoods and Districts map from the 2014 Comprehensive Plan identifies the subject property as being in the “2nd Avenue Transition Area” (pg. 25)

That said, while the Future Land Use Map indicates Medium Density Residential development for the Sundali/Mace property, staff does not find the future land use designation to preclude the zone change to Tourist because Future Land Use Map designations should inform zone changes but are not the only criteria to evaluate.

Comprehensive Plan Goals and Policy Analysis

The following table summarizes goals and policy statements from the Ketchum Comprehensive Plan that are relevant to the subject rezone application.

Table 2. Comprehensive Plan Goals and Policy Analysis

Goal/Policy and Page	Analysis of Amendment Request
Chapter 3: Housing	
Goal H-3 Ketchum will have a mix of housing types and styles.	The Tourist zoning district permits single-family homes (1 per lot) as well as townhomes, apartments and condominiums.

<p>Policy H-3.1 Mixture of Housing Types in New Development</p> <p>The City should encourage the private sector, through land-use regulations and incentive programs, to provide a mixture of housing types with varied price ranges and densities that meet a variety of needs. The City will evaluate the use of incentives, such as flexibility in height, density and parking requirements to achieve greater housing diversity. Additionally, the City will promote the siting of higher density housing near public transportation, the ski base areas, shopping, and designated neighborhoods and districts.</p>	<p>Continuing Tourist zoning on the subject parcel facilitates H-3.1, which in part us to site higher density housing near public transportation and shopping, and Goal H-3, which is to have a mix of housing types and styles.</p>
<p>Chapter 4: Community Design and Neighborhoods</p>	
<p>Policy CD-1.3 Compatible Infill and Redevelopment Projects</p> <p>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.</p>	<p>The applicant’s request is to extend the existing Tourist zoning on the parcel to the entirety of the parcel. Because the subject parcel is located in the 2nd Avenue Transition Area identified by the Comprehensive Plan and is across the street from the Community Core but is adjacent to General Residential – Low Density on the north, west, and south, Tourist zoning is contextually appropriate. Tourist zoning is not as intense as CC but is more intense than GR-L in terms of uses and dimensional standards.</p>
<p>Chapter 12: Future Land Use</p>	
<p>3. Infill and Redevelopment to Accommodate Growth</p> <p>One of the mainstays of the Plan is the overall concept of adding residential density within strategic locations near major transportation corridors, downtown and activity centers. Adding units within areas already largely “built up” is the most sustainable development pattern, because it lessens the need for costly infrastructure improvements, including utilities and transportation services. It also makes walking, bicycling and transit more practical.</p>	<p>T zoning on the entirety of the parcel facilitates additional residential density near (adjacent to) downtown. Staff emphasizes that T zoning on the entirety of the parcel <i>facilitates</i> because over half of the parcel is already zoned T. Because some T zoning already exists on the parcel, new construction subject to T zoning could be developed on the portion zoned T and the adjoining 25’ beyond the area zoned T.</p>
<p>Goal LU-2 Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.</p> <p>Infill means the creation of new buildings on vacant sites in a built-up area. Redevelopment means the more intensive use of existing underused buildings and sites or the replacement of buildings with larger buildings. If properly designed, infill and redevelopment can complement existing neighborhoods to keep the city dynamic, competitive,</p>	<p>The subject parcel is adjacent and walkable to downtown. Tourist zoning on the entirety of the parcel allows future development to capitalize on the proximity to the transportation options and services available in the Community Core.</p>

<p>and economically viable in the marketplace. Appropriate change and activity can provide useful improvements while meeting new needs and challenges. While infill and redevelopment is desirable infill standards are needed to ensure compatibility with neighborhoods and districts.</p>	
<p>Policy LU-2.2 Compatible Residential Infill</p> <p>Appropriate types of infill include the new residential units on vacant lots/areas, additions to existing units, accessory dwelling units, and residential units with businesses. Ensure that residential infill is compatible in character and scale within the surrounding neighborhood.</p>	<p>While the Tourist zoning district permits residential development that is larger in scale than development permitted by GR-L, it does not permit residential development that is as intense as the neighboring Community Core; CC allows a higher Floor Area Ratio (2.5 as compared to 1.6 in Tourist) and a taller overall building height (42' in CC as compared to a maximum 44' for a roof with a pitch of 5:12 or greater). As such the highest intensity residential development permitted under T zoning on the parcel would function as a transition between what is permitted in CC and GR-L.</p>
<p>Policy LU-3.1 Land Use Densities to Support Transit</p> <p>The Future Land Use Plan promotes the concept of mixed use districts to support transit. The plan promotes more intensively developed activity areas surrounded by walkable neighborhoods with a variety of residential densities compatible with the transit system (See also Mobility Goals and Policies in Chapter 7).</p>	<p>If residential development occurs on the site, it could be of sufficient density to support Policy LU-3.1</p>

SUMMARY AND STAFF RECOMMENDATION

Staff recommends rezoning the property to Tourist given the following findings:

1. Tourist zoning has historically served as a buffer between the Community Core and GR-L zoning districts; and
2. The lot in question is adjacent to the Community Core to the east; and
3. Tourist zoning presently comprises that majority of the lot; and
4. The applicant is not requesting to extend Tourist zoning to additional lots, rather, the request is to align the Tourist zoning with property lines rather than the railroad right-of-way, which has been vacated; and
5. The applicant could, by-right, construct a building that meets the development and use standards for the Tourist zone on the portion of the lot that is already zoned Tourist and the development could extend an additional 25' into the GR-L zone, as is permitted by code, and re-zoning the entire lot to GR-L would be down zoning and would void some property rights permitted by the Tourist zone that the applicant is presently entitled to; and
6. Rezoning the entirety of the parcel to Tourist is not in conflict with the Zoning Code and is largely compatible with the Comprehensive Plan.

COMMISSION OPTIONS

1. The Commission may recommend Tourist zoning
2. The Commission may opt for the status quo and recommend no change to the zoning
3. The Commission may recommend GR-L zoning rather than Tourist
4. The Commission may recommend Tourist zoning subject to a Development Agreement that would define permitted uses and dimensional standards (such as building height, Floor Area Ratio, and so etc.)

RECOMMENDED MOTION

“I MOVE TO RECOMMEND TO CITY COUNCIL THE APPROVAL OF BILL SUNDALI AND SHANE MACE’S APPLICATION TO REZONE LOT 1A, BLOCK 67, KETCHUM TOWNSITE FROM A COMBINATION OF GR-L AND TOURIST TO TOURIST.”

A. Application

- **Application**
- **Cover Letter**
- **Zone change request map**



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Fee Paid:
Approved Date:
Denied Date:
By:

Application for Amendment to Zoning Code Title 17 or Subdivision Code Title 16

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: BILL SUNDALI, SHANE & SHARON MAE
Mailing Address: Box 1884, KETCHUM, ID 83340
Phone: 208-720-3398
Representative: BRUCE SMITH, PLS, ALPINE ENTERPRISES INC.
Phone: 208-727-1988 BSM@THEALPINEENTERPRISES.COM
Mailing Address: Box 2087, KETCHUM, ID 83340
AMENDMENT
Section of code to be amended: CHAPTER 17 - ZONING MAP
Please describe the proposed change or amended language (attach separate sheet if necessary):
THE CURRENT ZONING MAP SHOWS THE T-ZONE BOUNDARY IN LOTS 344 & 346 TO BE THE EASTERN EDGE OF A PORTION OF THE OLD RR R.O.W. THAT THE CITY HAS RELEQUISHED. WE ARE PROPOSING TO MAKE OUR PROPOSED LOT 1A ALL T-ZONE
ADDITIONAL INFORMATION
Please describe any additional information, if necessary:
SEE ATTACHED MAP AND COVER LETTER
APPLICATION REQUIREMENTS
Applications should include the following:
a) Narrative describing zoning amendment
b) Description of how the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance support the proposed change
c) Proposed ordinance language showing all revisions suggested

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

Bill Sundali
Applicant Signature

3/21/18
Date

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

DATE: March 22, 2018

TO: City of Ketchum

Re: Cover Letter for Proposed Zoning Map Amendment

Dear City;

Bill Sundali and Shane & Sharon Mace are the current owners of Lots 1 – 4, Block 67, Ketchum Townsite.

They are proposing a Lot Line Shift Plat to change the Lot Lines within Lots 1 – 4 to better accommodate current Lot and Housing styles.

The current Zoning Line between GR-L and T is the Easterly Boundary of a portion of the Former UPRR R.O.W.. This strip of land was previously owned by the City and sold to previous owners of the parcels.

After discussions with City Staff who suggested that they would like some of the T Zone to remain, we are proposing to Amend the Zoning Map to follow the Lot Lines of our Proposed Lot Line Shift Plat so that our Proposed Lot 1A will not be in 2 different Zoning Districts.

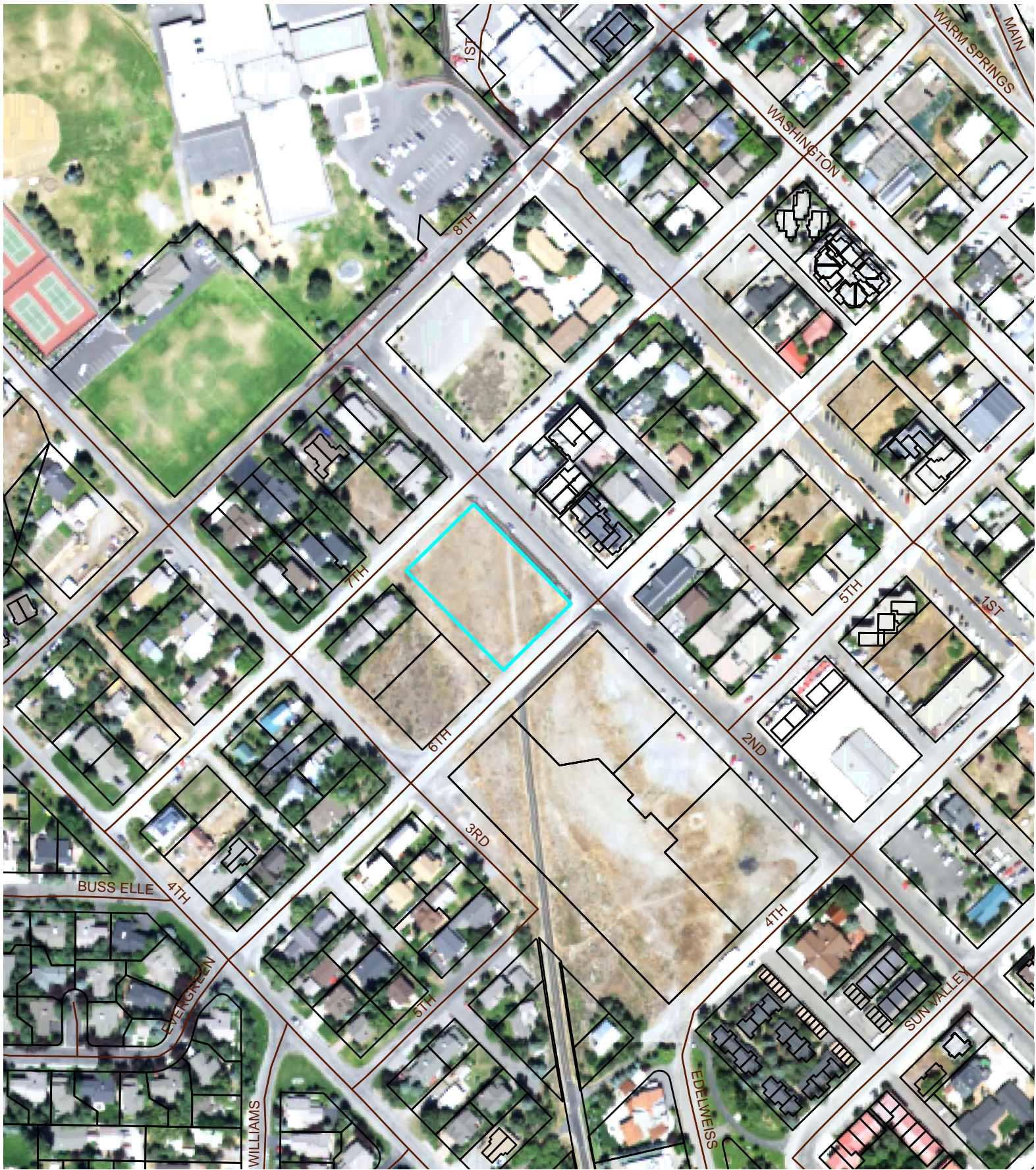
We imagine that the Lot Line Shift Plat and this Zoning Amendment should be held concurrently.

Please feel free to contact me if you have any questions, comments, or I can be of further assistance.

Respectfully submitted,

Bruce Smith, President
Alpine Enterprises Inc.

ZoningAmendment.docx



A Vicinity Map Showing
Block 67, Lots 1 - 4, Ketchum

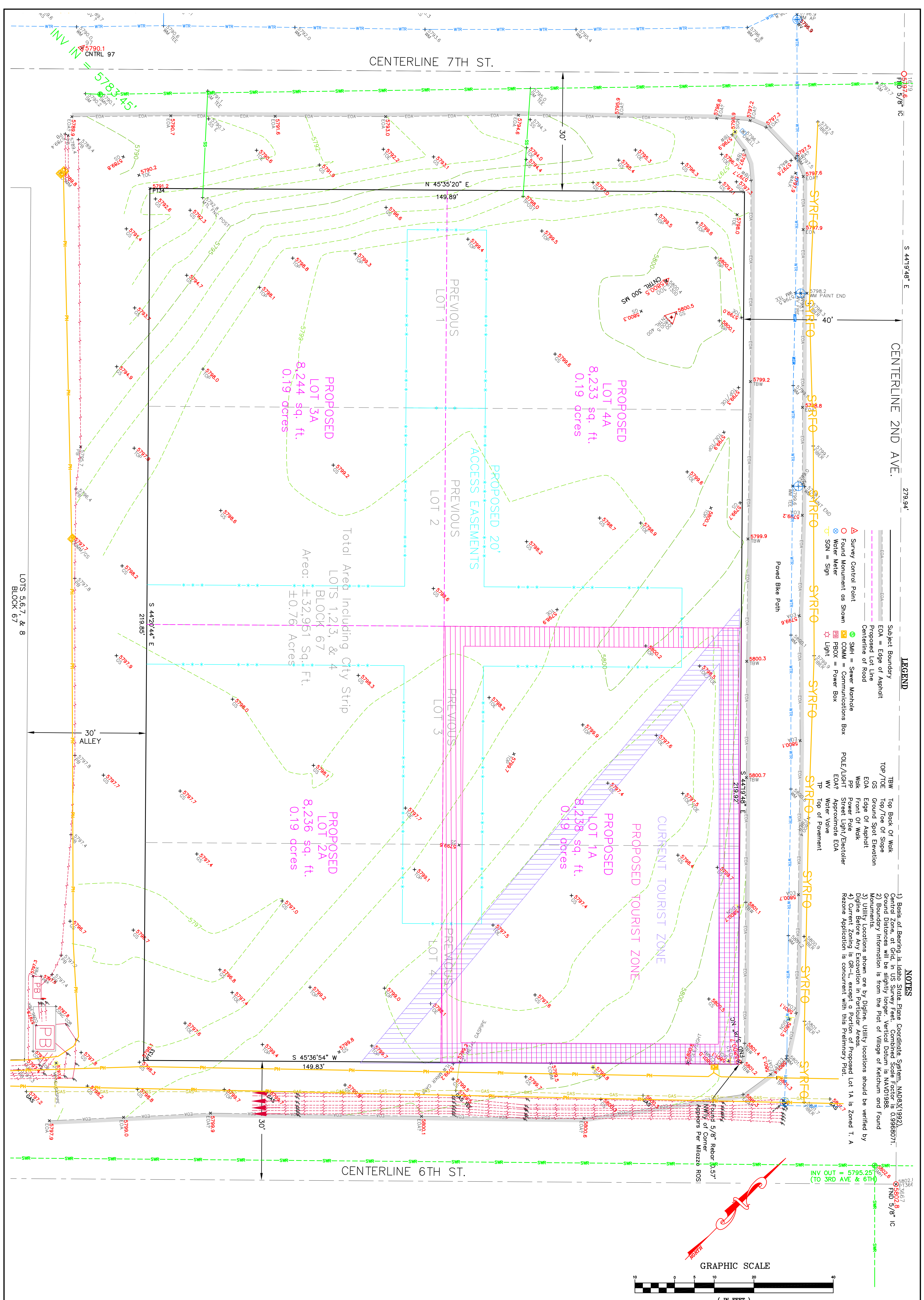
SCALE: 1" = 200'

ALPINE ENTERPRISES INC.

PO Box 2037
221 Northwood Way, A-100
Ketchum, Idaho
208-727-1988

March 2018





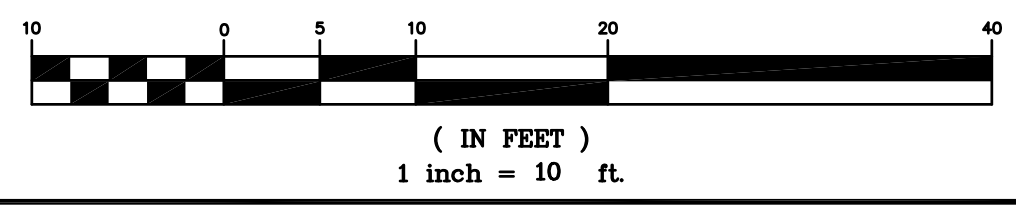
LEGEND

- Subject Boundary
- EOA = Edge of Asphalt
- Proposed Lot Line
- Centerline of Road
- △ Survey Control Point
- Found Monument as Shown
- ⊕ Water Meter
- ⊙ SN = Sign
- ⊠ SMH = Sewer Manhole
- ⊠ COM = Communications Box
- ⊠ PBOX = Power Box
- ⊠ Light
- ⊠ Pole
- ⊠ TP = Top of Pavement
- ⊠ Top Back Of Walk
- ⊠ TOP/TOE Top/Toe Of Slope
- ⊠ OS Ground Spot Elevation
- ⊠ EOA Edge of Asphalt
- ⊠ Walk Front Of Walk
- ⊠ PP Power Pole
- ⊠ Street Light/Electrifier
- ⊠ EOA? Approximate EOA
- ⊠ WV Water Valve

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9998071. Ground Distances will be slightly longer. Vertical Datum is NAVD83.
- 2) Boundary information is from the Plat of Village of Ketchum and Found Monument.
- 3) Utility Locations shown are by Digline. Utility locations should be verified by Digline Before Any Excavation in Particular Areas.
- 4) Current Zoning is GR-L, except a Portion of Proposed Lot 1A is Zoned T. A. Rezone Application is concurrent with this Preliminary Plat.

GRAPHIC SCALE



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1274_KetchumBlk67Lts1-4\dwg\1274_ReZone_22Mar18.dwg 3/22/2018 3:44:03 PM MDT

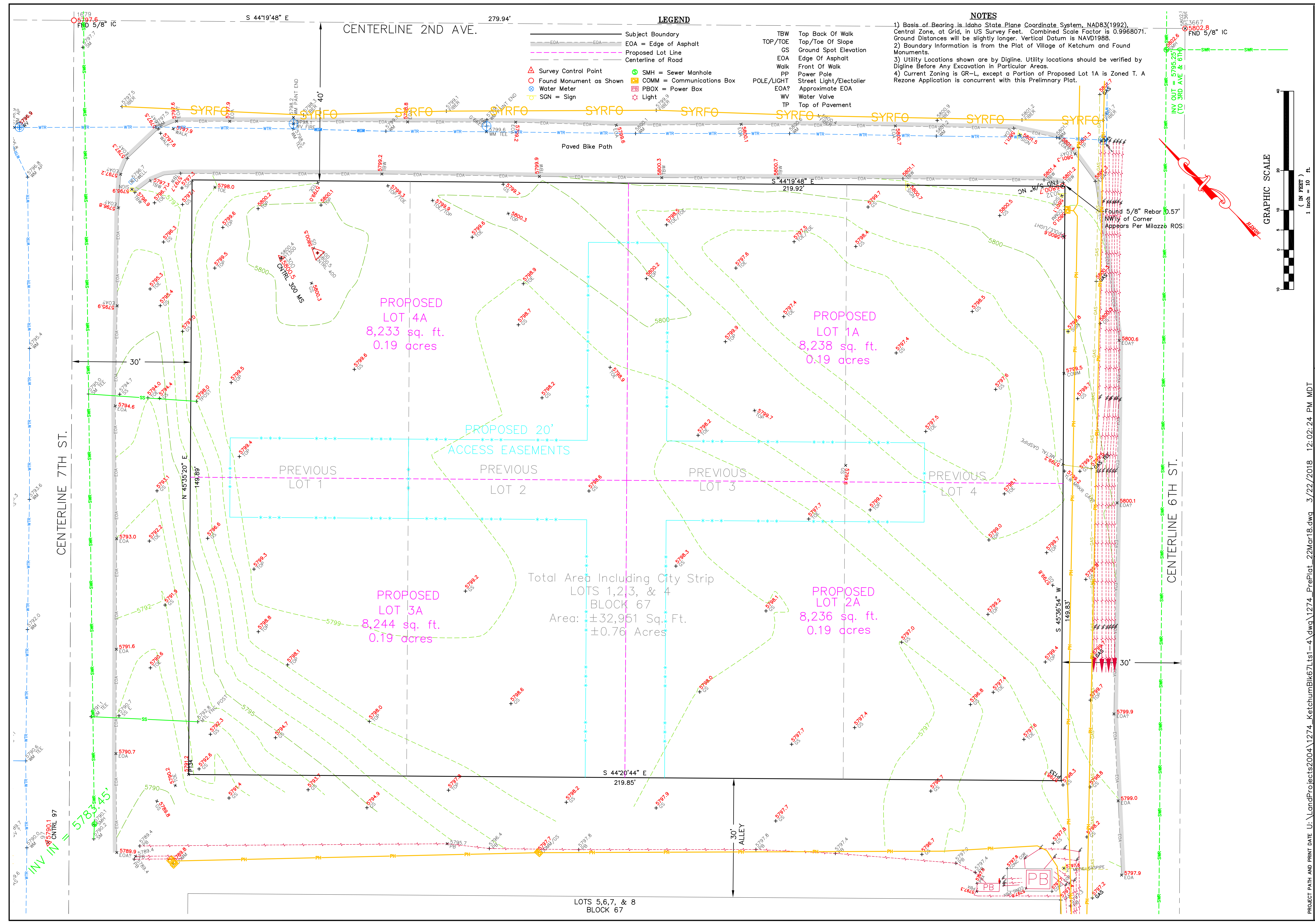
REVISIONS	NO	DATE	BY



Alpine Enterprises Inc.
 Surveying, Mapping, and Natural Hazards Consulting
 221 Northwood Way, Unit A-100
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 727-1988 727-1987 fax
 email: bsmith@alpineenterprisesinc.com

A PROPOSED REZONE SHOWING:
 LOTS 3 & 4, BLOCK 67, VILLAGE OF KETCHUM
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR SUNDALI AND MACE

B. Lot Line Shift exhibit

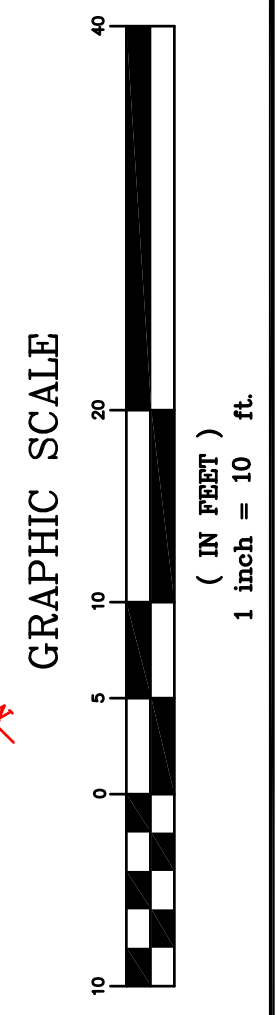


LEGEND

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- - - Centerline of Road
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- Found Monument as Shown
- ⊗ Water Meter
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- ⊠ COMM = Communications Box
- ⊞ PBOX = Power Box
- ★ Light
- TBW Top Back Of Walk
- TOP/TOE Top/Toe Of Slope
- GS Ground Spot Elevation
- EOA Edge Of Asphalt
- Walk Front Of Walk
- PP Power Pole
- POLE/LIGHT Street Light/Electolier
- EOA? Approximate EOA
- WV Water Valve
- WP Top of Pavement

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
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- 4) Current Zoning is GR-L, except a Portion of Proposed Lot 1A is Zoned T. A Rezone Application is concurrent with this Preliminary Plat.



PROJECT PATH AND PRINT DATE U:\LandProjects2004\1274_Ketchum\Bk67\ts1-4.dwg\1274_Prep\18.dwg 3/22/2018 12:02:24 PM MDT

Alpine Enterprises Inc.
Surveying, Mapping, and Natural Hazards Consulting
221 Northwood Way, Unit A-100
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988
email: bsrsmith@alpineenterprisesinc.com

REVISIONS	NO	DATE	BY

Sheet 1 of 1

A PRELIMINARY PLAT SHOWING:
LOTS 1,2,3, & 4, BLOCK 67, VILLAGE OF KETCHUM
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR SUNDALI AND MACE

LOTS 5,6,7, & 8
BLOCK 67

C. Public comment received as of 5:00 p.m. May 7, 2018

BENJAMIN W. WORST, P.C.
ATTORNEY AT LAW

671 First Avenue North
P. O. BOX 6962
Ketchum, Idaho 83340

benworst@cox.net
Tel. (208) 622-6699
Fax (208) 726-1187

May 3, 2018

Ketchum Department of Planning and Zoning
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

SENT VIA EMAIL TO: participate@ketchumidaho.org
NO ORIGINAL TO FOLLOW

RE: Sundali Mace Rezone

Dear Planning and Zoning Commissioners:

I live at 711 Second Avenue North, Ketchum, Idaho, across Seventh Street from the above-referenced project. Please include this correspondence in the official record. I object to the rezoning of this property because T Zone development will be entirely incompatible with the surrounding neighborhood. With the exception of the existing small triangle located on the subject property that is already zoned T, the remainder of the block is GR-L. The blocks to the northwest are GR-L. The blocks to the southwest are GR-L. The property is surrounded on three sides by GR-L. The CC zone across Second Avenue from the subject property is located in the "Traditional Neighborhood" sub district. I enclose a map for your review.

The T-Zone portion of the subject property is a remnant island. You will note that it is only connected to the T-Zone by a shoestring of land running down the street on Second Avenue. It does not abut any other T-Zone land. The portion of this lot originally zoned T not including the railroad right-of-way was only approximately 1,500 square feet. That grew into approximately 5,600 square feet when the railroad right-of-way was incorporated into the lot and the lot was reconfigured as a square. Now the developer proposes to expand the T-Zone coverage to 8,234 square feet.

GR-L requires 4,000 feet of land per unit. Most of the homes in the GR-L are under 2,000 square feet and are required to have on-site parking. If you approve the requested rezone, the owner could build over 13,000 square feet of living space. If small units are built, that could mean 15 or more units. Moreover, with small units, no on-site parking is required. This could result in more than 20 cars looking for parking on the surrounding streets. With the additional T-Zone land and rectangular configuration, the owner could develop a convenience store, food service, a daycare or other commercial uses.

I find it disturbing that the developer put up a sign almost four weeks ago indicating that the rezone has already been approved. Has the City promised approval? If so, when and where did that happen?

I also find it disturbing that the rezone is happening in a piecemeal fashion relative to the recent lot-line adjustment. I was told that the property would be divided into four lots, each to be built with a single-family home. For that reason, I did not object to the recent lot-line adjustment. If the re-zone application had been considered at the same time as the lot-line adjustment application, I would have objected to both applications.

The timing is suspicious as well. As they say in Washington, D.C., "You take out the garbage on Friday." In Ketchum, if you have a controversial project, you schedule it during slack when people are out of town. The short notice and timing of this project indicate that the developer is counting on the neighbors' absence to get this project approved.

Your notice period is totally inadequate and gives the appearance that someone is trying to pull a fast one. I received my notice in the mail on April 30, 2018. The notice states that you will only accept written comments received seven days before your meeting. That affords me only five business days to review the application and comment. There is nothing online related to this project and the staff report is not ready for review by the public. How much meaningful time to comment does this give out-of-town owners? How can they review application materials?

The history of this parcel is one of abuse. On the afternoon of the Friday of Labor Day Weekend, 2013, the URA amended its agenda for the following Tuesday meeting to attempt an illegal land exchange in order to construct 24 rental units on this property. One business day notice, no equal value, no title insurance, and, as it turned out, the URA didn't even own the entire parcel. The current application feels like a second attempt to build that totally inappropriate project.

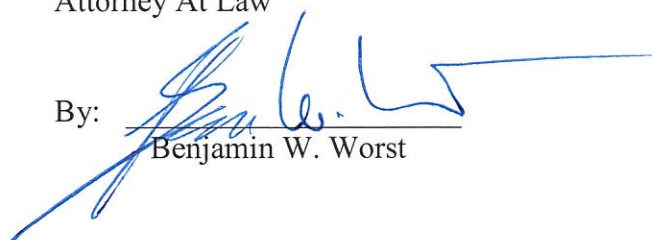
If anything, this land should be down-zoned to GR-L in order to provide compatibility and predictability. At the very least, this is an opportunity to obtain a development agreement to ensure that any development will comport with the neighborhood. In fact, this is your only opportunity to obtain such an agreement. After the re-zone, you will have no leverage to obtain any restrictions on development whatsoever.

I ask that you deny this application. Thank you.

Sincerely,

BENJAMIN W. WORST, P.C.
Attorney At Law

By:


Benjamin W. Worst

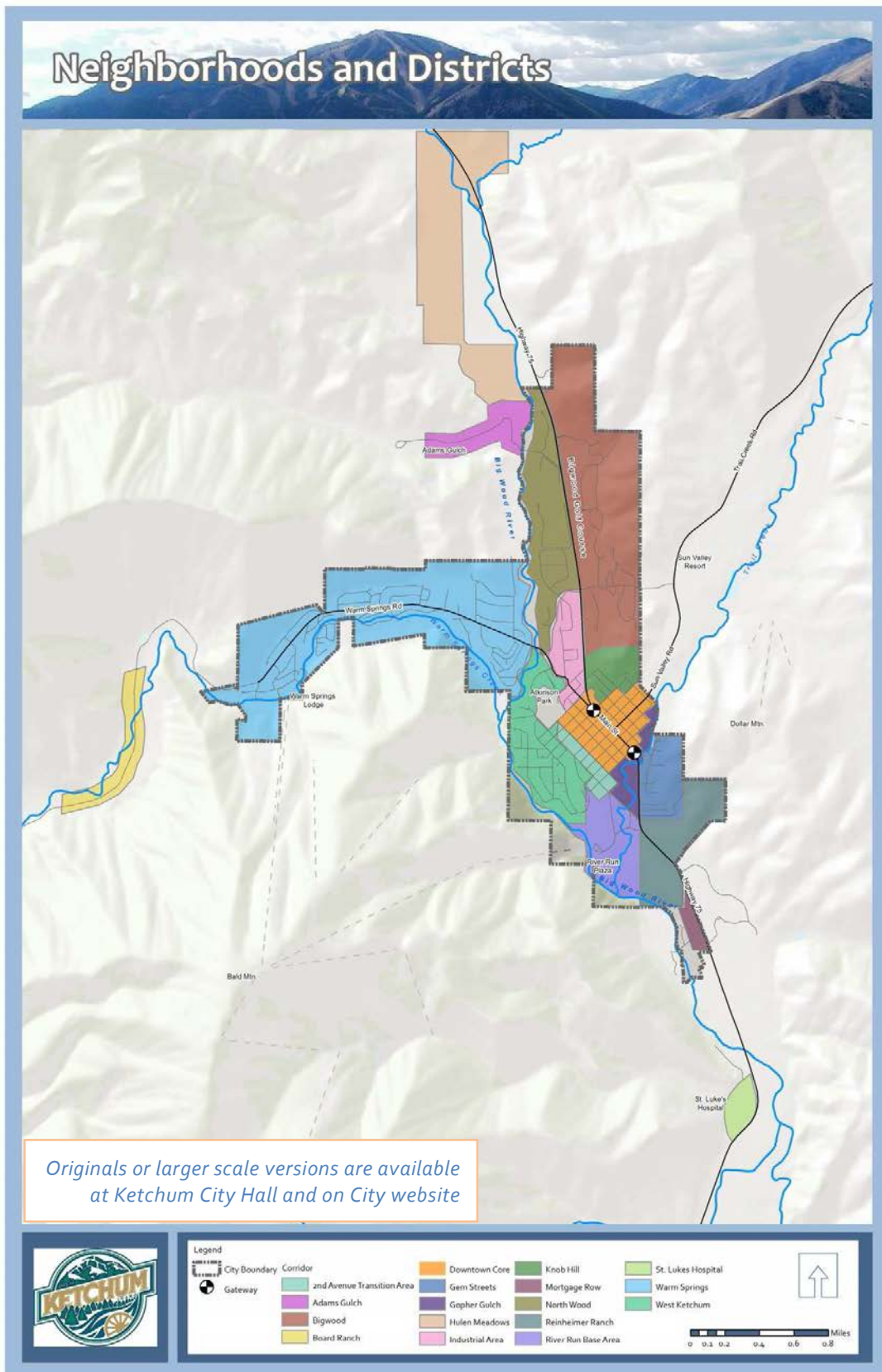
Encl.

Choose Location to Zoom to ▾



D. 2014 Comprehensive Plan Neighborhoods and Districts Map

KETCHUM'S NEIGHBORHOODS





City of Ketchum
Planning & Building

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 14, 2018

PROJECT: 231 Sun Valley Road Condominiums Preliminary Plat

FILE NUMBER: #P18-050

OWNERS: 231 E Sun Valley Road II LLC

REPRESENTATIVE: Michael Pogue of Lawson, Laski, Clark and Pogue

REQUEST: Preliminary plat approval for the 231 Sun Valley Road Condominium building, a two-unit condominium development comprised of one residential unit and one commercial unit, within a two-story building currently under construction

LOCATION: 231 E. Sun Valley Road (E 75' of Lot 8, Block 17, Ketchum Townsite)

NOTICE: Notice was mailed to political subdivisions and property owners within a 300' radius of the subject property and was published in the Idaho Mountain Express on April 25, 2018.

ZONING: CC-C, Community Core, Sub-district C, Urban Residential

OVERLAY: None

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. Application received April 17, 2018
- B. Preliminary Plat, dated April 2018
- C. Draft Condominium Covenants, Conditions and Restrictions and Bylaws
- D. Sheet SP1, Site Plan – First Floor

BACKGROUND

1. The subject property is located on the north side of E. Sun Valley Road between Main Street and Washington Avenue at 231 E. Sun Valley Road in the Community Core, Urban Residential sub-district zone. The building is currently under construction (B17-066) and received Design Review approval on May 8, 2017 (P17-004). The building has an adjusted gross square footage of 4,125 square feet, is located on a 4,129 square foot lot, and has a Floor Area Ratio (FAR) of 0.99. The front setback is 5', the rear and interior side setbacks are 0', and the side setback adjacent to the alley is 12'-9".
2. 231 E Sun Valley Road LLC, represented by Michael Pogue of Lawson, Laski, Clark and Pogue, has now submitted a Preliminary Plat application to condominimize the building so that the residential and commercial spaces within the building can be sold and the common areas maintained in accordance with the draft covenants, conditions and restrictions (CC&Rs). The applicant proposes creating two condominium units, an interior common mechanical equipment and trash receptacle storage room on the ground floor, and exterior, ground floor common area. One unit will contain residential space and consist of the first-floor garage, an entry way and stairway that begins on the first floor, the entirety of the second floor, and a roof deck. The other unit will be commercial space and will contain square footage on the first floor only.
3. 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 from the Commission and upon commencement of construction the Commission then forwards the Preliminary Plat application to Council for approval. Since the building is already under construction, upon receipt of a recommendation of approval from the Commission the application will be forwarded to City Council for review.

When construction is nearing completion the applicant then submits an application for Final Plat approval. The Commission reviews the Final Plat application first and if the application substantially conforms to the Preliminary Plat approval the Commission shall recommend approval. Upon receipt of a Certificate of Occupancy the Final Plat application is then forwarded to City Council. If the Final Plat substantially conforms with the Preliminary Plat Council shall approve the final plat.

The Preliminary Plat for the 231 E. Sun Valley Road building substantially conforms to plans approved with the Design Review and Building Permit applications.

Table 1: City Department Comments

City Department Comments			
Compliant			
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>City Department Comments</p> <p>Utilities:</p> <ul style="list-style-type: none"> No comment; two water meters, to serve the individual units, were purchased at time of building permit. <p>Fire Department:</p> <ul style="list-style-type: none"> No comment. <p>Streets:</p> <ul style="list-style-type: none"> Conversion to condominiums does not appear to affect the right-of-way. <p>Planning and Zoning:</p> <ul style="list-style-type: none"> See comments throughout staff report.

Table 2: Preliminary Plat Requirements

Preliminary Plat Requirements					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C	Complete Application	
			Staff Comments	<i>The application has been reviewed and determined to be complete.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B	<p>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. The commission and council shall act on the preliminary plat pursuant to subsections 16.04.030D and E of this chapter.</p>	
			Staff Comments	<p><i>The applicant has submitted draft bylaws and draft CC&Rs.</i></p> <p><i>The bylaws and CC&Rs submitted by the applicant regulate control and maintenance of the common and limited common areas, including exterior parking areas and the mechanical room and trash collection area.</i></p> <p><i>Since this is a small-scale, two-unit urban development, there is no open space or recreational area for the CC&Rs to address.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D	<p>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</p>	
			Staff Comments	<i>The preliminary plat designates the enclosed parking garage as part of Unit #2.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E	<p>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.</p>	
			Staff Comments	<p><i>There is only one residential condominium unit in this development, which is adequately sized to contain storage at 2,661 square feet. The residential condominium also includes a two-car garage. The other condominium unit is commercial and occupies the first floor and contains 1,458 gross square feet.</i></p> <p><i>Storage areas for boats, campers and trailers are not required nor provided due to characteristics of this development, which is a two-story mixed-use building with two units located within the Community Core.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F	<p>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</p>	
			Staff	<i>There is a mechanical equipment room located on the first floor and</i>	

			Comments	<i>is designated as common area. The mechanical equipment room will also contain the trash collection for the building and sufficient for the size and scale of this development, which contains two condominium units.</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>This development consists of one building located on a 4,125 square foot lot in the Community Core. The usable "open space" consists largely of hardscape designated for surface level, uncovered parking and landscaping features and cyclist amenities on East Sun Valley Road approved with Design Review. Because this is not a multi building development but is instead infill development, there was little discretion for siting the building to afford privacy or solar access.</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.
				<i>All other provisions have been met.</i>

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission recommend approval of the 231 Sun Valley Road Condominiums Preliminary Plat to the City Council, subject to conditions 1-9 below.

RECOMMENDED MOTION

Make a motion to:

1. **“I MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE 231 Sun Valley Road Condominiums Preliminary Plat BY 231 E Sun Valley Road II LLC, WITH CONDITIONS 1-9.”**

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 Department of Planning and Building 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. All public improvements shall meet the requirements of the Public Works Department.
8. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. A Certificate of Occupancy issued by the City of Ketchum; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

A. Application received April 17, 2018



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P18 050
Date Received:	4-17-18
By:	MP
Fee Paid:	1050 ⁰⁰
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: 231 SUN VALLEY ROAD CONDOMINIUMS			
Owner of Record: 231 E Sun Valley Road II L.L.C. c/o Michael Pogue, Lawson, Laski, Clark and Pogue, PLLC			
Address of Owner: P.O. Box 3310; Ketchum, ID 83340			
Representative of Owner: Michael Pogue, see above.			
Legal Description: East 75' Lot 8, Block 17, Ketchum Townsite			
Street Address: 231 East Sun Valley Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Condominium Units			
Total Land Area: 5505 s.f., 0.13 Acres			
Current Zoning District:			
Proposed Zoning District:			
Overlay District: Community Core, Subdistrict C and Festival Overlay			
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: Any city requirements.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance <i>pending ?</i>			
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.

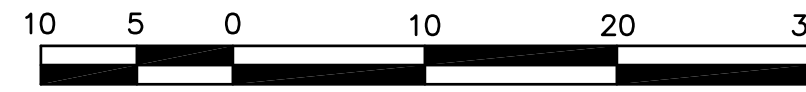
Jim Johnson, CALERA ENG.
Applicant Signature

4/17/18
Date

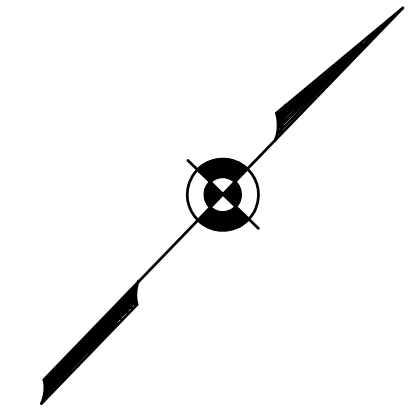
B. Preliminary Plat, dated April 2018

A CONDOMINIUM PLAT SHOWING
231 SUN VALLEY ROAD CONDOMINIUMS
 WHEREIN THE EAST 75' OF LOT 8, BLOCK 17, KETCHUM TOWNSITE, IS REPLATTED INTO CONDOMINIUMS AS SHOWN HEREON
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

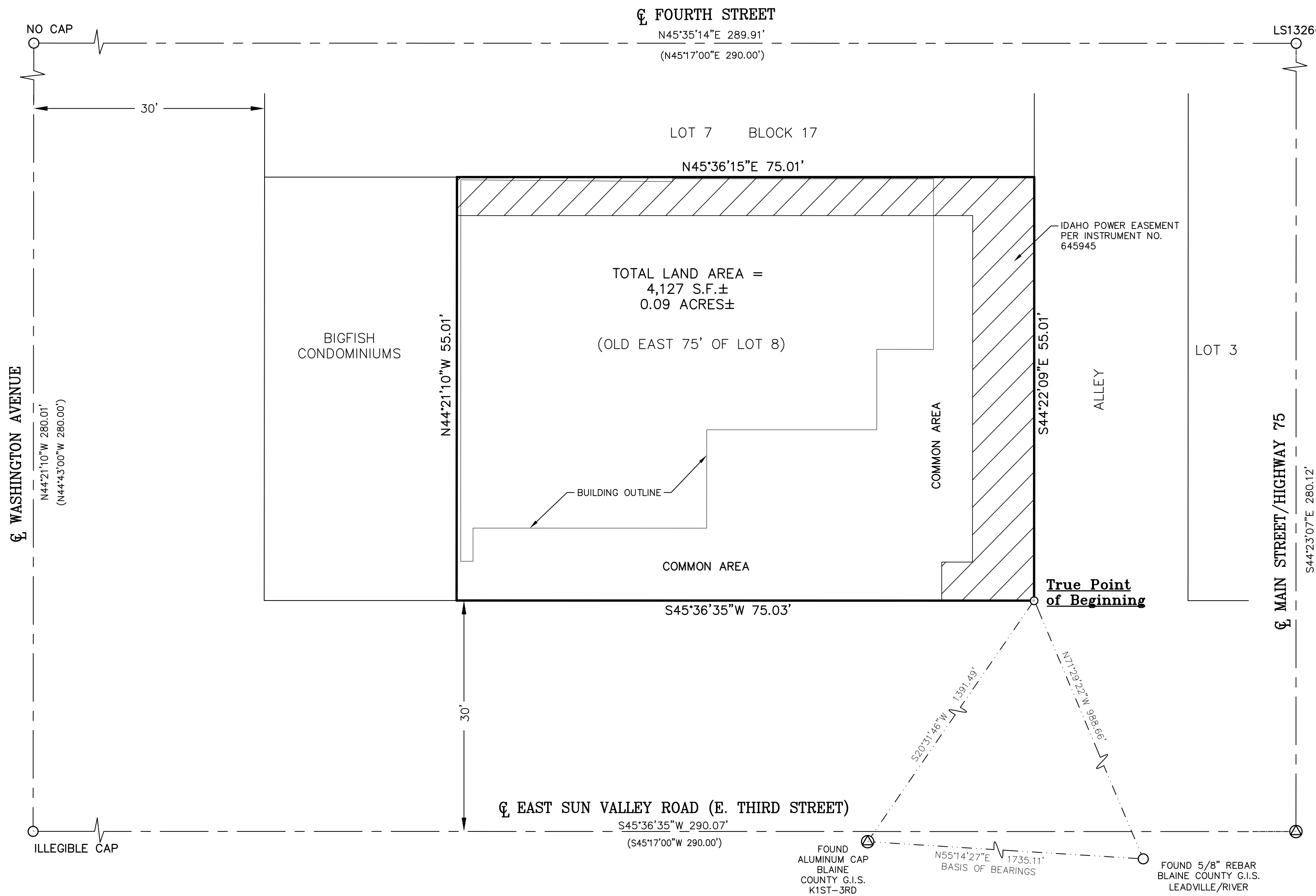
APRIL 2018



SCALE IN FEET



SCALE: 1" = 10'



LEGEND

- Property Boundary
- Adjoining Lot Line
- Right of Way Centerline
- Building Outline at Ground Level
- G.I.S. Survey Tie
- Idaho Power Easement Per Instrument No. 645945
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Aluminum Cap
- Calculated Point
- Record Survey Information Per Instrument No. 524469

NOTES

1. PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. , RECORDS OF BLAINE COUNTY, IDAHO.
2. VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 5/8" REBAR AT THE INTERSECTION OF FIFTH STREET AND WASHINGTON AVENUE, ELEVATION = 5831.00.
3. THE BUILDING OUTLINE IS ONLY SHOWN ON THIS PAGE FOR ORIENTATION.
4. REFERENCE IS HEREBY MADE TO THE FOLLOWING DOCUMENTS:
 - A. PLAT OF THE VILLAGE OF KETCHUM, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.
 - B. PLAT OF BIGFISH CONDOMINIUMS, RECORDED AS INSTRUMENT NO. 524469, RECORDS OF BLAINE COUNTY, IDAHO.



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

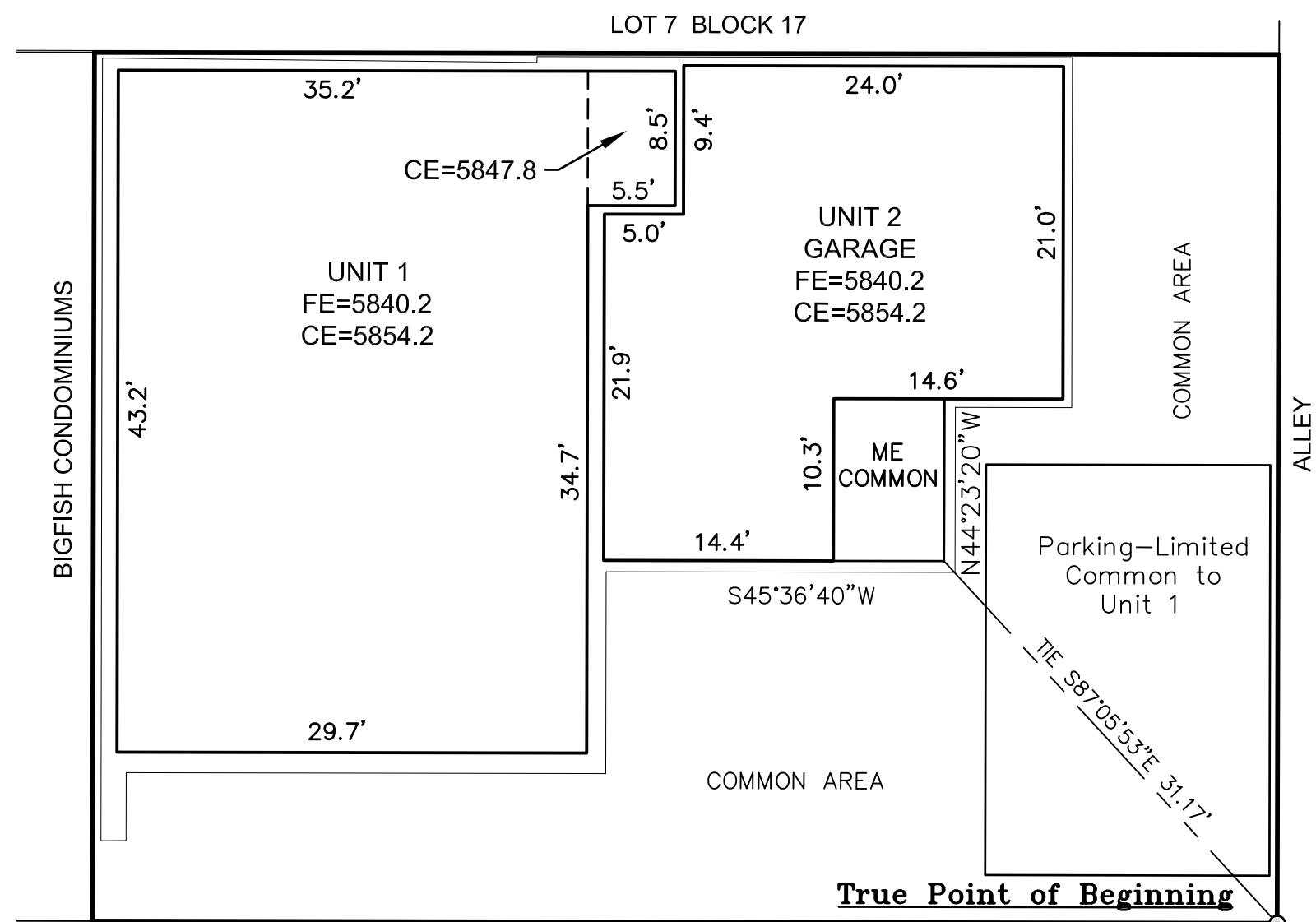
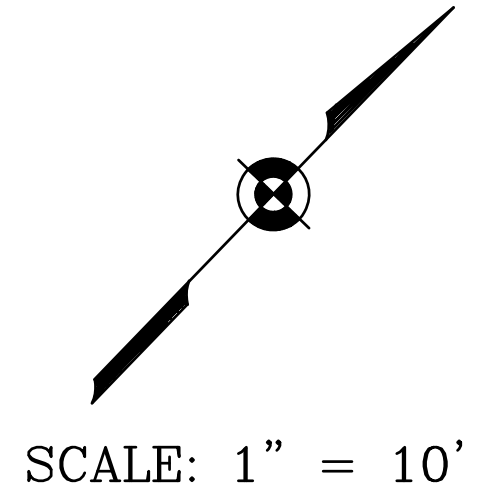
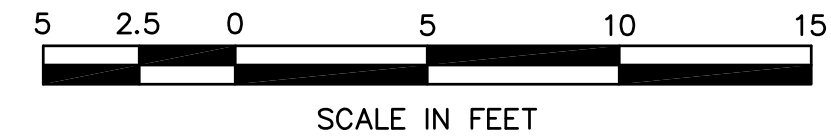
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS

SEE SHEET 2 FOR CONDOMINIUM UNIT DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES

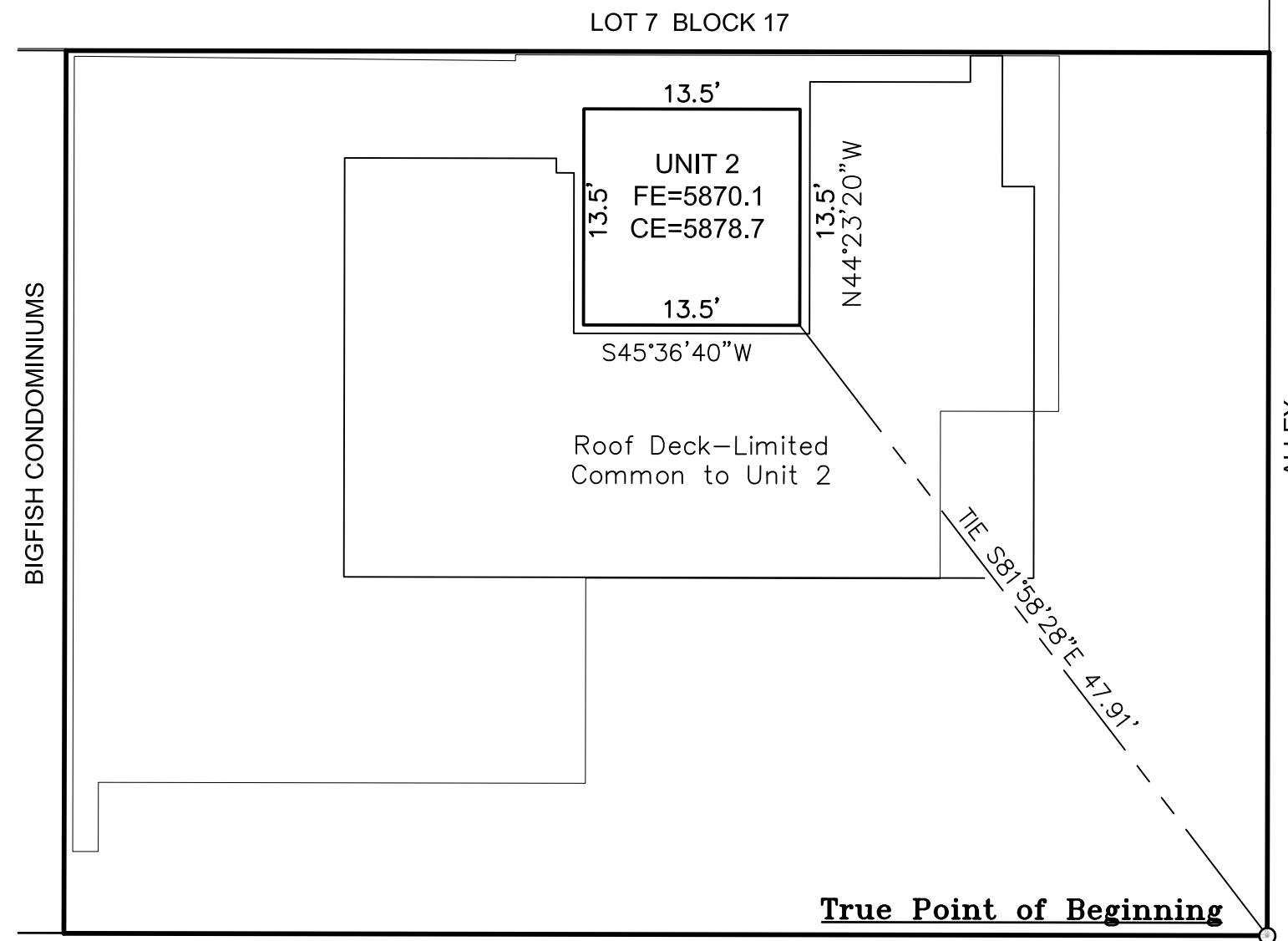
231 SUN VALLEY ROAD CONDOMINIUMS
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 1 OF 2
 Job No. 7534

A CONDOMINIUM PLAT SHOWING 231 SUN VALLEY ROAD CONDOMINIUMS



EAST SUN VALLEY ROAD

FIRST FLOOR

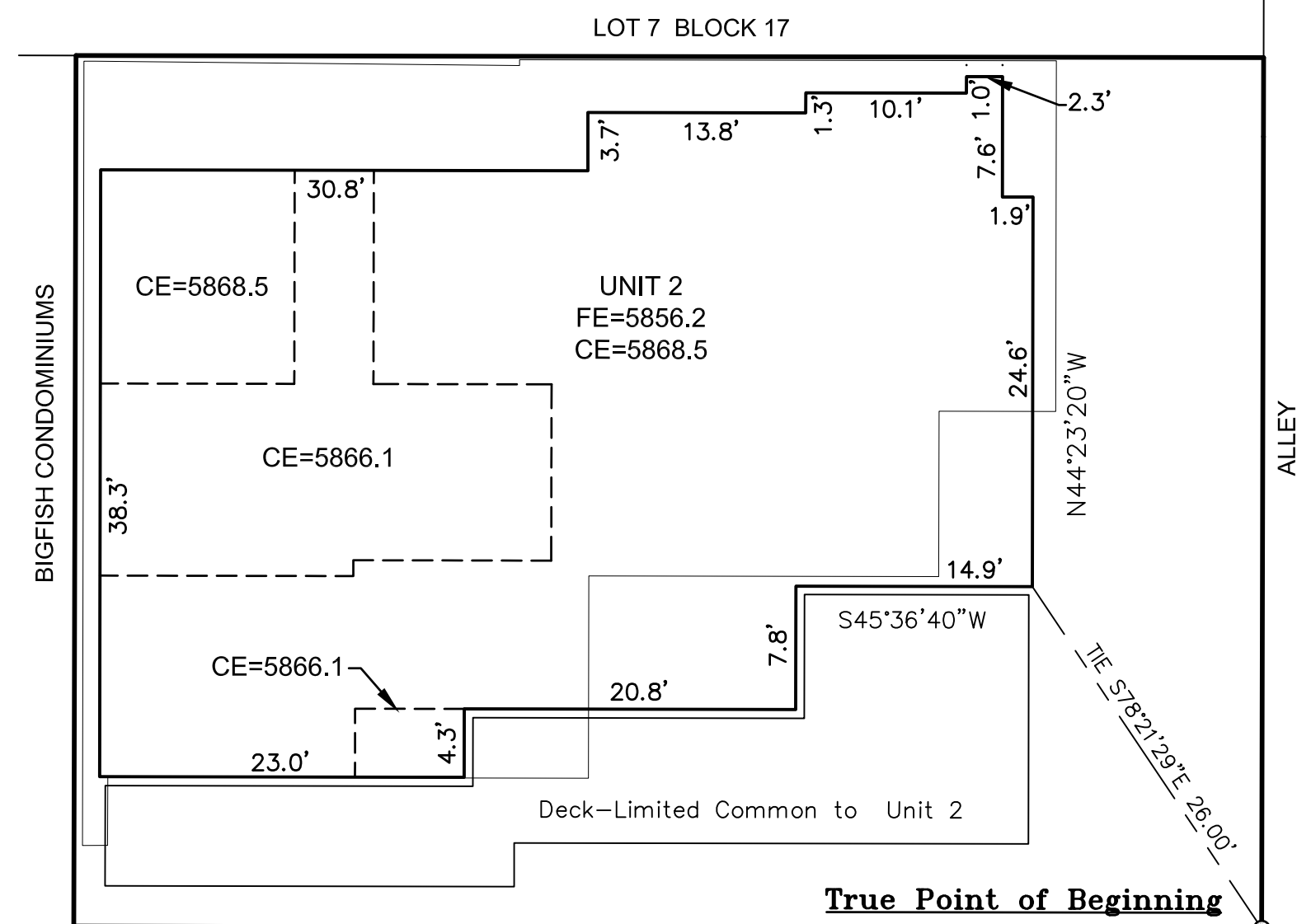


EAST SUN VALLEY ROAD

ROOF LEVEL

LEGEND

	Property Boundary
	Building Outline at Ground Level
	Unit Outline
	Unit Tie
	Ceiling Height Change
	ME Mechanical Area
	CE Ceiling Elevation
	FE Floor Elevation

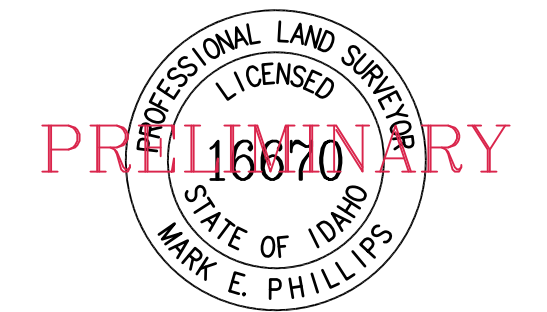


EAST SUN VALLEY ROAD

SECOND FLOOR

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.



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

SEE SHEET 1 FOR LOT DIMENSIONS, G.I.S.
TIES AND ADDITIONAL NOTES

C. Draft Condominium Covenants, Conditions and Restrictions & Bylaws

**CONDOMINIUM DECLARATION AND
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

231 SUN VALLEY ROAD

ARTICLE I

Recitals and Certain Definitions

Section 1.01 The Declarant; the Real Property. 231 E Sun Valley Road II LLC, a Delaware Limited Liability Company authorized to do business within the State of Idaho (together with its successors and assigns, including any person or entity acquiring all and not less than all of the interest of 231 E Sun Valley Road II LLC in the "Real Property" whether by purchase or pursuant to foreclosure proceedings or otherwise (collectively the "Declarant"), is the owner of that certain real property located in the City of Ketchum, Blaine County, Idaho, described in Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.02 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.03 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the Real Property. Declarant intends for the Project to be a mixed-use project consisting of areas for retail, office and residential uses.

Section 1.04 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in the Units and for co-ownership with others, as tenants in common, of the Common Area, as those terms are herein defined.

ARTICLE II

Additional Definitions

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.01 Building. "Building" means any building constructed on the Real Property pursuant to this Declaration.

Section 2.02 Unit. "Unit" means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and

doors thereof and the interior surfaces of built-in fireplaces, as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained (attached as Exhibit B). Notwithstanding such markings, the following are not part of a "Unit": bearing walls, columns, floors, and roofs (except for the interior surface thereof), foundations, elevator equipment and shafts, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps, and other central services pipes, vents, ducts, flues, chutes, conduits, and wires, and other utility installations wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit or Common Area as herein defined. Each Unit excludes the interior of any storage areas and/or garages, which are shown on the Condominium Map that are dedicated to a particular unit, and hereinafter referred to as a Limited Common Area. The ownership of a storage unit or garage is preconditioned on the ownership of a Unit. The storage units and garage must be used only for purposes, which are consistent with relevant zoning regulations and shall not be used as residences or as dog kennels.

Section 2.03 Common Area. "Common Area" means the entire Project excepting the Limited Common Areas and the Units.

Section 2.04 Limited Common Areas. "Limited Common Area" means that Common Area and facilities designated herein for the exclusive use of a certain Condominium Owner or Owners to the exclusion, limitation or restriction of others, as described in greater detail in Section 4.02. Without limiting the foregoing, the Limited Common Areas shall include decks, balconies, porches appurtenant to and accessible only from a Unit, the elevator designated to serve a Unit 2, the garage designated to serve a Unit 2, storage areas designated as Limited Common Area in this Declaration or on the Condominium Map, and heating or other equipment located in an enclosed area adjacent to each Unit or for the exclusive use of such Unit. Such Limited Common Area shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Units except by invitation. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Unit.

Section 2.05 Condominium. "Condominium" means a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B.

Section 2.06 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Unit or Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.07 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Unit or Condominium or any part thereof is encumbered.

Section 2.08 Mortgagee. "Mortgagee" means any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage, as Mortgage is defined in Article II, Section 2.07, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.09 Association. "Association" means 231 Sun Valley Road Owners Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein. The Association shall act through its duly elected Board of Directors.

Section 2.10 Condominium Map. "Condominium Map" means the Condominium Map for 231 Sun Valley Road to be filed for record in the office of the County Recorder of Blaine County, Idaho (attached as Exhibit B) consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit and the Unit number identifying the Units, together with such other information as may be included therein in the discretion of the Declarant.

ARTICLE III

Statement of Intention and Purpose

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved, and otherwise affected in any manner, subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and the Declarant's assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV

Nature and Incidents of Condominium Ownership

Section 4.01 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit, along with an undivided interest in common in the Common Area in accordance with the attached Exhibit B. Exhibit B contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. The percentage of ownership interest in the Common Area and Limited Common Areas, which is to be allocated to each Unit for purposes of tax assessment under section 55-1514 of the Idaho Code and for

purposes of liability as provided by section 55-1515 of the Idaho Code shall be as follows: ---

Section 4.02 Roof Top Limited Common Area.

Section 4.03 Parking Area. The Association shall maintain as a part of the Common Area, the parking area, miscellaneous utility meters, mechanical rooms and the trash collection area, for the use of Condominium Owners, tenants, and occupants, or their invitees.

Section 4.06 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.07 Inseparability. No part of a Condominium, or of the legal rights comprising ownership of that Condominium, may be separated from any other part of that Condominium during the period of Condominium ownership prescribed herein, so that each Condominium and the undivided interest in the Common Area appurtenant to such Condominium shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

Section 4.08 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.09 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive or shared use by such Owner(s).

Section 4.10 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against such Owner's Condominium or interest therein, or such Owner's interest in the Common Area or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to such Owner's interest in such common area as set forth in Exhibit B, and such payment is to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the rate of

ten percent (10%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.06 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners as provided in Article IX hereof.

Section 4.11 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, paper, or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of windows, all of which form the boundaries of their respective Unit, and all walls, ceilings, floors, and doors within such boundaries. The Association shall have the responsibility for cleaning of exterior surfaces of windows. Window coverings visible from the outside of the Building must be approved by the Association prior to installation.

Section 4.12 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising, or shifting of the earth or by changes in position caused by repair or reconstruction of the Project or any part thereof or by signage approved in writing by the Association.

Section 4.13 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners shall have the irrevocable right, to be exercised by the Association as their agent, to have access to all such parts of the Project when necessary, during such reasonable hours, and with reasonable notice except in cases of emergency, for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Project. The Association shall also have such right independent of any agency relationship. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Area is caused through or by the negligent or willful act or omission of an Owner or occupant of a Unit, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner; and, if the Owner fails to repay the expenses incurred by the Association within seven days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 4.14 Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to such Owner's Condominium and to the Limited Common Area designated for use in connection with such Owner's Condominium and shall have the right to the

horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each.

Section 4.15 Association's Right to Use of Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance, trash and storage facilities for use by the Association. In addition, the Association may enter into an agreement(s) to jointly operate and/or utilize trash and maintenance facilities with adjacent property owners for the mutual benefit of the Association and adjacent property owner(s). With the approval of majority vote of the Membership Voting Percentages as set forth on attached Exhibit B, the Association shall also maintain the right to enter into agreements with Owners to allow non-exclusive temporary utilization of certain parts of the Common Area for use by their employees, tenants, and business invitees.

Section 4.16 Easements and Utilities. In order to adequately serve each Unit, utility and service facilities may be constructed and may encroach on Common Area, Limited Common Area, or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

Section 4.17 Declarant's Right Incident to Construction. Declarant and persons Declarant shall select shall have the right to and hereby reserve an easement and right-of-way for ingress and egress over, upon, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project .

Section 4.18 Easements Deemed Created. All conveyances of Condominiums, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Article IV, even though no specific reference to such easements or to those sections appears in any such conveyance.

Section 4.19 Association's Management of Common Area. The Association shall act prudently and diligently to manage and control the Common Area in a manner compatible with good business practices and for the benefit of all Owners. The Association shall have the right to hire a building manager for this purpose.

ARTICLE V

Description of a Condominium

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map as set forth in Exhibit B to this Declaration and as each appears on the records of the County Recorder of Blaine County, Idaho. Such description will be construed to describe the Unit together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to

ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VI

Mechanic's Lien Rights

Section 6.01 Condominium Labor. No labor performed or services or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor, or subcontractor shall be the basis for the filing of a lien against the Common Area, Limited Common Area or the Condominium of any other Owner or against any part thereof or against any other property of any other Owner unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove such owner's Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to such Owner's Condominium.

ARTICLE VII

The Association

Section 7.01 Membership. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit C and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If more than one person holds title to a Condominium, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.02 Voting Rights. Each Owner shall have the percentage of interest in Common Area and be entitled to vote their percentage Membership Voting Interest as follows: ---. ("Membership Voting Interest"). The membership voting rights and percentage ownership interests of new members shall be determined in the same way as such voting rights and percentage interests were determined for existing members.

Section 7.03 Election of Directors. The Unit Owners shall elect a Board of Directors of at least three (3) members, each of whom shall be Unit Owners. Election and removal of

members to the Board of Directors and of officers shall be as set forth in the By-laws. In the election of members of the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest shall be deemed elected. A director may be removed as set forth in the By-laws.

Section 7.05 Amplification. The provisions of this Article VII are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, no present or future provision of such Articles of Incorporation or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII

Certain Rights and Obligations of the Association

Section 8.01 The Management Body. The Association is hereby designated to be the "Management Body" as provided in sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of the State of Idaho, the Idaho Code, the Articles of Incorporation and Bylaws of the Association, and the provisions of this Declaration.

Section 8.02 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with such Owner's Unit in a clean, sanitary, and attractive condition and shall maintain and repair their Limited Common Area and the heating and other equipment and hot water heater exclusively servicing such Owner's Unit. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project including, without limitation, the painting and/or plastering of interior and exterior Common Areas, the same as often as necessary, the replacement of interior and exterior wood and/or stone in the Common Areas, trim and caulking, the maintenance and repair of roofs, the maintenance and repair of exterior walkways, and the maintenance, repair and general upkeep of any other Common Area, including utility lines and all other improvements or materials located within or used in connection with the Common Area. The Association shall be responsible for the removal and disposal of all snow and ice from all driveways, parking areas, pedestrian pathways and sidewalks. The Association shall additionally maintain the general building mechanical and electrical systems. The Association shall also have the right to allocate additional costs to any particular Owner to the extent such Owner is utilizing a portion of the Common Area for a particular purpose to the exclusion of other Owners. The Association by and through the Association's officers shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association and the Association's officers as attorney-in-fact for such purposes.

Section 8.03 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage the Association's affairs, or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which the Association contracts. The Association may obtain and pay for legal, accounting and tax preparation services, as necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, natural gas, water, sewer, trash collection and recycling, and other common services to each Unit. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article IX.

Section 8.04 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as the Owner's percentage in the Common Area as set forth in attached Exhibit B. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.05 Rules and Regulations. The Association may, from time to time, make reasonable rules and regulations for the management, preservation, safety, control and orderly operation of the Project in order to effectuate the intent and enforce the obligation set forth in this Declaration. Such rules and regulations may include, without limitation, assignment of particular areas within the Common Area for the temporary exclusive use by Owners of particular Units including but not limited to the right of the Association to designate use of particular portions of parking areas, outside sidewalk areas for the installation, maintenance and utilization of outdoor seating and related equipment uses. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law. The Association is hereby appointed as the Owners' representative for the purpose of enforcing compliance with such rules, regulations, other obligations, or to obtain damages for non-compliance by tenants with respect to the Common Area. The Association may appoint an outside management company to serve as the Owner's representative so long as the Association provides adequate supervision of the activities of the outside management company.

Section 8.06 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

Assessments

Section 9.01 Agreement to Pay Assessment. Declarant, for each Condominium owned by Declarant within the Project and for and as the owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. In the case of joint or co-ownerships this liability shall be joint and several. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Areas or the facilities contained in the Common Area or by abandoning or leasing his Unit. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article IX.

Section 9.02 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon cash requirements determined by the Association to provide for the payment of all estimated or actual expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, trash collection, and other common services to each Unit to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds, snow removal, common lighting and heating, water charges, trash collection, recycling, sewer service charges, repairs and maintenance, wages for Association employees, legal and accounting fees, taxes, licenses, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus, and/or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.03 Apportionment of Periodic Assessments. The expenses attributable to the Common Area shall be apportioned among all Owners of Units in proportion to the interest in the Common Area owned by each Owner of a Unit as set forth in Exhibit B to this Declaration.

Section 9.04 Notice of Periodic Assessments and Time Payment Thereof. The Association shall make periodic assessments based upon a budget adopted no less

frequently than annually, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. The total periodic Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their percentage of interest in the Common Area as follows: ---, subject to: (a) common expenses which are separately metered or assessed to the Units by third parties; (b) common expenses associated with the maintenance, repair or replacement of Limited Common Areas which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Areas are appurtenant; (c) common expenses or portions thereof benefitting fewer than all of the Units which shall be assessed exclusively against the Units benefitted; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any common expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units.

The Association may, in the Association's discretion, allow assessments to be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given as herein provided. Each periodic assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00). Failure of the Association to give notice of the assessment shall not affect the liability of any Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given. A Unit Owner's assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period.

Section 9.05 Special Assessments. In addition to the annual assessments authorized by this Article IX, the Association may, at any time, levy a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but this section shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article IX. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 9.03 of this Article IX. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. The Association shall have the power to incur expenses for maintenance and repair of any Unit, if such maintenance or repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area or any other portion of the Project and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been

delivered by the Board of Directors to said Owner or Owners; the Board of Directors shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair and any other costs or expenses arising out of or incident to such maintenance and repair and the assessment therefor. A special assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days and an automatic late charge of fifty dollars (\$50).

Section 9.06 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article IX, together with interest thereon and late fees as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in Blaine County, Idaho, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To create a lien for sums assessed pursuant to this Article IX, the Association shall prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record Owner of the Condominium and a description of the Condominium. Such a notice shall be signed by a member of the Board of Directors, an officer of the Association or the managing agent and shall be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale of the Owner's Condominium by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. The Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Condominium as the Owner thereof.

Upon any default in the payment of periodic or special Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of

such rents, profits and income to the Association effective immediately upon any default in the payment of Assessments.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho, real estate records upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment. Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority. The Association may report any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due to any encumbrancer of a Condominium; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association. Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this section, any lien created pursuant to this section shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, said one-year period may be extended by the Association for not to exceed one (1) additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one-year period.

Section 9.07 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of the Owner's Condominium.

Section 9.08 Statement of Account. Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment, the date that such assessment becomes or became due, and credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired such Mortgagee's interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the 20-day period provided herein and if thereafter an additional written request is made by such purchaser, is not

complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.09 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.08, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 9.10 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended, with regard to any assessment of the Association.

ARTICLE X

Use of Condominiums

Section 10.01 Condominiums. No Unit shall be used for any purpose not allowed by the city of Ketchum's Municipal Code.

Section 10.02 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. There shall be no modifications, additions or alterations made to the Common Area or Limited Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association after its acceptance of the Common Area from Declarant. No modification or alteration of the open space or exterior parking area(s) of the Common Area which would affect the quantity or quality of such areas shall be made without the written consent of the Planning and Zoning Commission of the City of Ketchum, Idaho.

Section 10.03 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any part of the Project which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any part of the Project that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's invitees; provided, however, any invitee of the Declarant shall not under any circumstances be deemed to be an

invitee of any other Owner. No noxious, destructive, or offensive activity shall be carried on in any part of the Project nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in or operating a business in the Project.

Section 10.04 Animals. The Association hereby prohibits the raising, breeding, or keeping of animals, livestock, or poultry in any part of the Project including without limitation operation of a pet store or other pet related business. Notwithstanding the foregoing, each Unit Owner shall be entitled to keep no more than two (2) dogs, two (2) cats, two (2) birds and aquarium fish in any Condominium Unit; provided that (A) such pets are of a size and nature that does not cause disruption or nuisance to other Owners, (B) such pets are not allowed to run at large, chase humans or other animals or bark excessively, (C) such pets do not cause damage to the Common Area, and (D) the owner thereof complies with any further restrictions contained in any supplemental Declaration, and any reasonable rules and regulations adopted by the Association regarding such pets.

Section 10.05 Rules and Regulations. No Owner shall violate the rules and regulations for the use of that portion of the Project to which such rules apply as adopted from time to time by the Association. Except as otherwise provided herein, any Owner shall have the right to enforce any or all of the provisions of any restriction contained in this Declaration or any rule or regulation adopted by the Association. Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Project is hereby declared to be a violation of a restriction in this Declaration and subject to any or all of the enforcement procedures set forth below.

Section 10.06 Maintenance of Interiors. Each Owner shall keep the interior of such Owner's Unit including, without limitations interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition and good state of repair; shall keep the Limited Common Area designated for use in connection with such Owner's Unit in clean, sanitary, and attractive condition; and shall keep the heating and other equipment and water heating system exclusively servicing such Owner's Unit in a good state of maintenance and repair.

Section 10.07 Structural Alterations. No structural alterations or modification to any interior walls shall be made to any Condominium and no plumbing, electrical, or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit,

Section 10.08 Parking Restrictions. The parking area shall be used for parking operable vehicles only and shall not be converted for living, recreational, or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of an automobile thereon, unless otherwise approved in writing by the Association.

Section 10.09 Signs. Except for signs as may be used by Declarant in connection with the sale of Condominiums, no sign of any kind shall be displayed to the public view by Owners of Condominiums without the approval of the Board of Directors. In addition, the Declarant and/or the Association shall be entitled to place interior identification and/or directional signage as appropriate and additionally an identification directory for owners of Units within the Project.

Section 10.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise from the property or any Condominium so as to render any portion of the property unsanitary, unsightly, offensive, or detrimental to any other property or Condominium in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate either within any such property or any Condominium or be permitted to exist or operate outside of any Condominium and controlled by an owner or occupant of the Condominium so as to be offensive or detrimental to any other property or Condominium in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior music and/or speakers, horns, whistles, bells, or other sound devices (other than security systems used exclusively for security purposes) shall be located, used, or placed on any such property or Condominium without the prior written approval of the Association (unless originally approved by the Declarant).

Section 10.11 Outside Installations. No clotheslines, television antennas, satellite dishes, wiring, or installation of air conditioning, or other machines, awnings, flags, banners or umbrellas, unless properly screened from view or contained within roof wells as part of the original construction of the Project, shall be installed on the exterior of the Building for the use of any Unit or be allowed to protrude through the walls, windows, or roof of the Building for the use of any Unit without the prior written approval of the Association.

Section 10.12 Enforcement of Violations. No violation of any Rule or Regulation, inclusive of those items described in Section 10.05 above, shall be allowed. If any Owner, Owner's family, tenant, licensee, or invitee commits such violation; the Association may, in addition to any other legal remedies it may have, impose a Special Assessment upon such person of not more than Fifty Dollars (\$50) for each such violation for each day that such violation continues. Before invoking such assessment, the Association's Board of Directors shall give such person sixty (60) days written notice to cure such violation and/or to be heard by the Board regarding the violation and any potential assessment. If such violation is of a nature that it cannot be remedied within sixty days, no assessment shall be invoked so long as the Owner submits a remediation plan to the Board to remedy the violation within a reasonable time and such Owner diligently pursues such plan to completion. If an Owner violates any Rule or Regulation more than twice within any three-year period, regardless of whether the Rule that has been violated is the same, the accrual of such assessment shall begin three days after the Board gives notice of such violation rather than sixty days after such notice. Such additional assessments may be collected and enforced in the same manner as any other assessment under Article IX. Each remedy provided in this Declaration or by law shall

be cumulative and not exclusive. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce such provision thereafter.

ARTICLE XI

Insurance

Section 11.01 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by a company authorized to do business in Idaho. The provisions of this Article XI shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XI prior to or concurrently with the first conveyance of a Condominium. Any obligation or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominium, shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple-family, residential, mixed use buildings in the vicinity of the Project would in the exercise of prudent business judgment obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad-form, comprehensive liability coverage in such amounts and in such forms as the Association deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project.

(c) Worker's Compensation and Employer's Liability Insurance. The Association shall purchase worker's compensation and employer's liability insurance and all other

similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as the Association shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks of a similar or dissimilar nature as the Association shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.02 Optional Insurance. The Association may obtain the following types of insurance coverage, but the Association is not required to do so.

(a) Personal Property Casualty Insurance. The Association may, in the Association's discretion, obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in amounts equal to the replacement cost less depreciation in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may, in the Association's discretion, obtain casualty, and public liability insurance coverage in amounts the Association may select with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

(c) Other Casualty Insurance. The Association may purchase other casualty insurance, such as, flood, earthquake, etc., in such amounts and in such forms as the Association deems advisable to provide adequate protection.

Section 11.03 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, description, the appurtenant undivided interest in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each first Mortgage. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board of Directors, employees, and agents and against each Owner and each Owner's employees, agents, and guests and shall provide that the insurance cannot be cancelled, invalidated, or suspended on account of the conduct of the Association, the Board of Directors,

employees, and agents or on account of any Owner or such Owner's employees, agents, or guests and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

Section 11.04 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association elects to arrange for such casualty insurance pursuant to Section 11.02 hereof (in which event Owner shall be responsible for the amount, if any, the replacement cost exceeds the insurance proceeds), and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association elects to arrange for such insurance pursuant to Section 11.02 hereof, and regardless of the Association's election, insurance coverage against loss from theft on all personal property, and insurance coverage on items of personal property placed in the Unit by Owner shall be the responsibility of the respective Owners. Owners shall require tenants to carry appropriate personal property insurance for the contents of their respective leased space as well as all other forms of insurance as are customary for, retail and/or office tenants, as the case may be, as shall be set forth in each such lease.

Section 11.05 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article XI. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Condominiums, as set forth in Section 13.04. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.06 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.01 and 11.02 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, the Owner's personal property, for the Owner's personal liability, and covering such other risks as the Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article XI. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of the Owners,

the Declarant, and Mortgagee. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the policies described in this section that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner shall be liable to the Association to the extent of any such diminution. In addition, any improvements made by a Owner within such Owner's Unit may be separately insured by the Owner, but such insurance shall be limited to the type commonly known as "tenant's improvements" insurance.

Section 11.07 Adjustment of Claims. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a prorata share of any deductible paid by the Association.

Section 11.08 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Mortgagee at reasonable times.

ARTICLE XII

Casualty Damage or Destruction

Section 12.01 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires such Owner's Condominium.

Section 12.02 Association as Agent. All of the Owners irrevocably constitute and appoint the Association by and through the Association's elected officers as the Owners' true and lawful attorney-in-fact in the Owner's name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.03 General Authority of the Association. As attorney-in-fact, the Association by and through the Association's elected officers shall have full and complete authorization, right, and power to make execute, and deliver any contract, deed or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.04 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that the Association deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.05 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve; provided, however, in such latter event in the absence of the consent of each affected Owner, the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Building shall be substantially the same as prior to damage or destruction.

Section 12.06 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.07 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.06 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.06 of this Declaration.

Section 12.08 Decision Not to Rebuild. If the record Owners, as reflected on the real estate record of Blaine County, Idaho, representing sixty seven percent (67%) or more of the Membership Voting Interest set forth on attached Exhibit B, and all holders

of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Condominiums, as set forth in Section 13.04.

ARTICLE XIII

Obsolescence

Section 13.01 Adoption of a Plan. The record Owners may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record of Units at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.02 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all the Owners as assessment against their respective Condominiums in accordance with the proportions of Common Area. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.03 Sale of Obsolete Project. The Owners may agree that the Project is obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts. Upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the Bylaws. The sale proceeds shall be apportioned among the Owners pro rata based on the percentage interest in common area. Such apportioned proceeds shall be paid into separate accounts, each account representing one ownership interest. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

Section 13.04 Distribution of Excess. In the event amounts collected pursuant to Section 13.03 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV

Condemnation

Section 14.01 Consequences of Condemnation. If at any time or times during the continuance of the ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.02 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.03 Complete Taking. In the event that the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners pro rata based on the percentage interest in common area as set forth in Exhibit B to this Declaration, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.04 of this Declaration.

Section 14.04 Partial Taking. In the event that less than the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable, the Association shall reasonably and in good faith allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners of each area as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners; (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Condominium and/or improvements an Owner has made within such Owner's own Condominium shall be apportioned to the particular Owners involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.04 of this Declaration.

Section 14.05 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Condominiums for amendment of this Declaration as provided in Article XV hereof.

Section 14.06 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

ARTICLE XVI

Revocation or Amendment

This Declaration shall not be revoked, nor shall any of the provisions herein be amended unless all of the Owners consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

ARTICLE XVII

Period of Condominium Ownership

The Condominium ownership created by this Declarant and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Article XII (Obsolescence) or Article XIV (Condemnation) of this Declaration.

ARTICLE XVIII

Miscellaneous

Section 18.01 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, rules, and regulations of the Association and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

Section 18.02 Registration of Mailing Address. Each Owner shall register such Owner's mailing address and email address with the Association. All notices or

demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address and by email sent to the Owner at such email address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Articles of Incorporation or Annual Report of the Association (whichever is current) and by email to the email addresses of the President and Secretary of the Association. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for in this section.

Section 18.03 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interests, to any person or entity.

Section 18.04 Mediation. Except for any mechanics, labor and materialman's liens or liens by the Association for unpaid Assessments, the Association and all Owners agree to and shall mediate any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or such rules and regulations as the Association may promulgate under its responsibilities as set forth in this Agreement. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential. In the event the parties are not able to agree on a mediator within thirty days, a judicial and mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. Should any party attempt an arbitration or a court action before attempting to mediate, THAT PARTY SHALL NOT BE ENTITLED TO ATTORNEYS FEES THAT MIGHT OTHERWISE BE AVAILABLE TO THEM IN A COURT ACTION OR ARBITRATION, AND IN ADDITION THERETO, THE PARTY WHO IS DETERMINED BY THE ARBITRATOR TO HAVE RESISTED MEDIATION SHALL BE SANCTIONED BY THE ARBITRATOR OR JUDGE AND THE COURT SHALL DISMISS THE ARBITRATION OR COURT ACTION WITHOUT PREJUDICE AND ORDER THE PARTY THAT ATTEMPTED THE ARBITRATION OR COURT ACTION TO PAY THE OTHER PARTY'S REASONABLE ATTORNEY'S FEES AND COSTS.

Section 18.05 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after the Owner conveys such Condominium.

Section 18.06 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders

Section 18.07 Severability. If any of the provisions of this. Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

Section 18.08 Construction by Declarant. Nothing in this Declaration or any action taken by the Association shall limit the right of Declarant to complete construction of the Project.

Section 18.09 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

This Declaration is executed on this _____ day of _____, 2018.

231 E Sun Valley Road II LLC, a Delaware Limited Liability Company

By ---

ACKNOWLEDGMENT

State of _____)
)ss
County of _____)

On this ___ day of _____, 2018, before me, _____, a Notary Public, personally appeared _____, known or identified to me on the basis of satisfactory evidence to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.

Notary Public
Residing at _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

EXHIBIT C

(Condominium Map)

EXHIBIT D

(By Laws and Articles of Incorporation)

BYLAWS

OF

231 SUN VALLEY ROAD OWNERS ASSOCIATION, INC.

ARTICLE I

Principal Office

The Principal office of 231 Sun Valley Road Owners Association, Inc., (the "Association"), shall be in the City of Ketchum, County of Blaine, State of Idaho. The Association may have such other offices, either within or without the state of Idaho as the Board of Directors may determine or the affairs of the Association may require.

ARTICLE II

Board of Directors

1. General Powers. The property, business, and affairs of the Association shall be controlled and managed by the Board of Directors.

2. Number. The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these Bylaws; provided however, the number of directors shall not be increased to more than five (5), and provided further, a reduction in the number of directors by amendment of these Bylaws shall not have the effect of reducing the term of an incumbent director.

3. Qualifications; Election; Term. Directors must be members of the Association and shall be elected by the members at their annual meeting. In the election of members of

the Board of Directors, the candidates receiving the highest percentages of Membership Voting Interest as set forth on Exhibit B of the Declarations shall be deemed elected. Directors shall serve the term of one (1) year or until their successors are duly elected and qualified.

4. Removal; Resignation. Any director may be removed with or without cause by a vote of seventy five percent of the Membership Voting Interests entitled to be cast by the members of the Association at a meeting, called for that purpose. Any director may resign by submitting a written notice to the Board of Directors stating the effective date of that director's resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until that director's successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board of Directors may establish regular meetings to be held at such other places, in such other manners, including telephonically, and at such other times as the Board of Directors may determine from time to time. After the establishment of a time, place, and manner for regular meetings, no further notice thereof need be given. Special meetings of the Board of Directors may be called by the President or upon written request delivered to the Secretary-Treasurer by any two (2) directors.

7. Notices; Waiver. Five (5) days' notice of special meetings shall be given to each director by the Secretary-Treasurer. Such notice may be given orally to each director. Written waiver of notice signed by a director or attendance at a meeting of the Board of Directors by such director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum; Vote Required; Adjournment. At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. Action of Directors Without a Meeting. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the directors entitled to vote in respect to the subject matter thereof.

10. Standards for Directors. Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Association. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) One (1) or more officers or employees of the Association whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;

(b) Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence; or

(iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

ARTICLE III

Officers

1. **General.** The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board of Directors.

2. **President.** The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. **Vice President.** A Vice President shall act in place of the President in case of the President's death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to such Vice President by

the Board of Directors or by the President. The Vice President shall be a director; however, if the Board of Directors elects more than one Vice President only one so elected need be a director.

4. Secretary-Treasurer. The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these Bylaws as required by law and that the books, reports, and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of and be responsible for all sorts of securities of the Association. The Secretary-Treasurer shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. The Secretary-Treasurer shall keep books of account and records of transactions and of the financial condition of the Association, shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to the Secretary-Treasurer by the Board of Directors or the President. The Board of Directors may appoint one or more Assistant Secretary-Treasurers who may act in the place of the Secretary-Treasurer in case of the Secretary-Treasurer's death, absence, inability, or failure to act.

5. Compensation. Agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such agent or employee.

6. Delegation of Powers. In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board of Directors may delegate that officer's duties and powers for the time being to any other officer or any director.

7. Standards of Conduct.

- (2) An officer when performing in such capacity, shall act:
 - (a) In good faith;
 - (b) With the care that a person in a like position would reasonably exercise under similar circumstances; and
 - (c) In a manner the officer reasonably believes to be in the best interests of the Association.
- (3) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:

(a) The performance of properly delegated responsibilities by one (1) or more employees of the Association whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or

(b) Legal counsel, public accountants, or other persons retained by the Association as to matters involving skill or expertise the officer reasonably believes are matters:

(i) Within the particular person's professional or expert competence; or

(ii) As to which the particular person merits confidence.

(4) An officer shall not be liable to the Association or its members for any decision to take or not to take action; or any failure to take action, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

ARTICLE IV INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. Scope of Indemnification.

The Association may indemnify and advance funds to or for the benefit of the directors and officers to the fullest extent permitted by the Idaho Nonprofit Corporation Act ("Act"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than the Act permitted the Association to provide prior to such amendment). (Idaho Code § 30-3-88).

2. Mandatory Indemnification of Directors.

The Association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Association against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

a. Further Indemnification of Directors.

i. Except as otherwise provided in this Section, the Association may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:

1. The director's conduct was in good faith; and

2. The director reasonably believed:

- a. In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Association; and
 - b. In all cases, that the director's conduct was at least not opposed to the best interests of the Association; and
 - c. In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
- ii. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.
 - iii. Unless ordered by a court under Act, the Association may not indemnify a director in connection with a proceeding by or in the right of the Association, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.

b. Advance for Expenses.

- i. The Association shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Association:
 - 1. A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described above; and
 - 2. The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described above.
- ii. The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

c. Determination of Indemnification.

- i. The Association may not indemnify a director unless a determination has been made that indemnification of the director is permissible

because the director has met the relevant standard of conduct set forth in Section 7.3.

- ii. The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

d. Indemnification of Officers.

The Association may indemnify and advance expenses to an officer of the Association who is a party to a proceeding because the individual is an officer of the Association the same extent as a director.

e. Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

f. Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-3-88(8), Idaho Code.

Rights, Duties, and Obligations of the Members of the Association

1. Membership. Every owner of a Condominium in the Project shall be a member of the Association, and no person or entity other than an owner of a Condominium may be a member of the Association. If title to a Condominium is held by more than one person, the votes of such Condominium shall be shared by all such persons in the same proportionate interest as their ownership interest in such Condominium and by the same type of tenancy in which the title to the Condominium is held. Memberships in the Association shall not be transferred except in connection with the transfer of a Condominium; provided, however, the rights of membership may be assigned as further security for a loan secured by a lien on a Condominium.

2. Transfer of Membership. Transfer of membership in the Association shall occur upon the transfer of a title to a Condominium of the Project to which the membership pertains; however, the Association shall be entitled to maintain the person, persons, or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary-Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and

incidental to such membership prior to such transfer. In the event of dispute as to ownership of a Condominium and to the membership appurtenant thereto, title to the Condominium as shown on the public records of the County of Blaine, State of Idaho, shall be determinative.

3. Voting Rights. The voting rights of each member shall be determined as set forth in the Condominium Declaration and Covenants, Conditions and Restrictions. The voting rights and interests of new members shall be determined in the same way as such rights were determined for old members. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. Annual Meetings. An annual meeting of the members for the purpose of electing directors, establishing of the Budget for the current calendar year and transaction of such other matters as may properly come before the meeting shall be held on such date as Determined by the Directors. All business which may be lawfully transacted may be transacted at such meeting without any further or special notice.

5. Special Meeting. Special meetings of the members may be called any time by the Board of Directors or by written request of one-half (1/2) of the voting power of all the members and shall be held at a convenient location in the County of Blaine, State of Idaho. The Secretary-Treasurer shall forthwith give notice of such meeting at such time as the Secretary-Treasurer may fix, not less than ten (10) or more than thirty-five (35) days after the receipt of said request and if the Secretary-Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. Notice; Waiver. Notice of annual and special meetings of the members must be given in writing and must state the date, hour, and place of the meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to or deposited in the mail, postage prepaid, and addressed to the last known address, as shown on the books of the Association, to the owners or any one of the co-owners of each membership, as shown on the books of the Association, and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of the time, place, and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these Bylaws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. Quorum; Vote Required; Adjournment. Two-thirds (2/3) of the membership voting interest entitled to vote represented in person or by proxy shall constitute a

quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership voting interest present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership voting interest present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. Certificates Held. Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator, or receiver thereof without such membership or title to the Condominium being transferred to said person.

9. Conduct of the Meeting. The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

ARTICLE V

Incorporation by Reference to Condominium Declaration

Pursuant to the Articles of Incorporation of this Association, the Condominium Declaration and Covenants, Conditions and Restrictions (“Declarations”) is hereby incorporated by reference and made a part of these Bylaws as if set out in full herein, including, but not limited to, articles entitled "Nature and Incidents of Condominium Ownership" (Article IV), "The Association" (Article VII), "Certain Rights and Obligations of the Association" (Article VIII), "Assessments" (Article IX), and "Use of Condominiums" (Article X).

ARTICLE VI

Contracts, Conveyances, Checks, & Miscellaneous

1. Contracts. The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation or by the Condominium Declaration for 231 Sun Valley Road.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice President and by the Secretary-Treasurer of the Association.

3. Checks. All checks, drafts, notes, and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. Fiscal Year. The fiscal year or business year of the Association shall begin on the first day of January and end on the last day of December following.

5. Records. The Association shall maintain accurate and correct books, records, and accounts of the Association's business and properties, and they shall be kept at such place as is from time to time fixed and designated by the Board of Directors.

6. Seal. The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

Amendments

These Bylaws may be amended, altered, or repealed from time to time by a sixty percent (60%) or more vote of the membership voting interest of the Association in accordance with the provisions of Article VII of the Articles of Incorporation and Exhibit B of the Declarations at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

APPROVED AND ADOPTED this ____day of_____, 2018, by the undersigned members of the initial Board of Directors of the Association.

Devin Piscitelli

D. Sheet SP1, Site Plan – First Floor

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/14/15
2	REVISION	08/14/15

PHASE

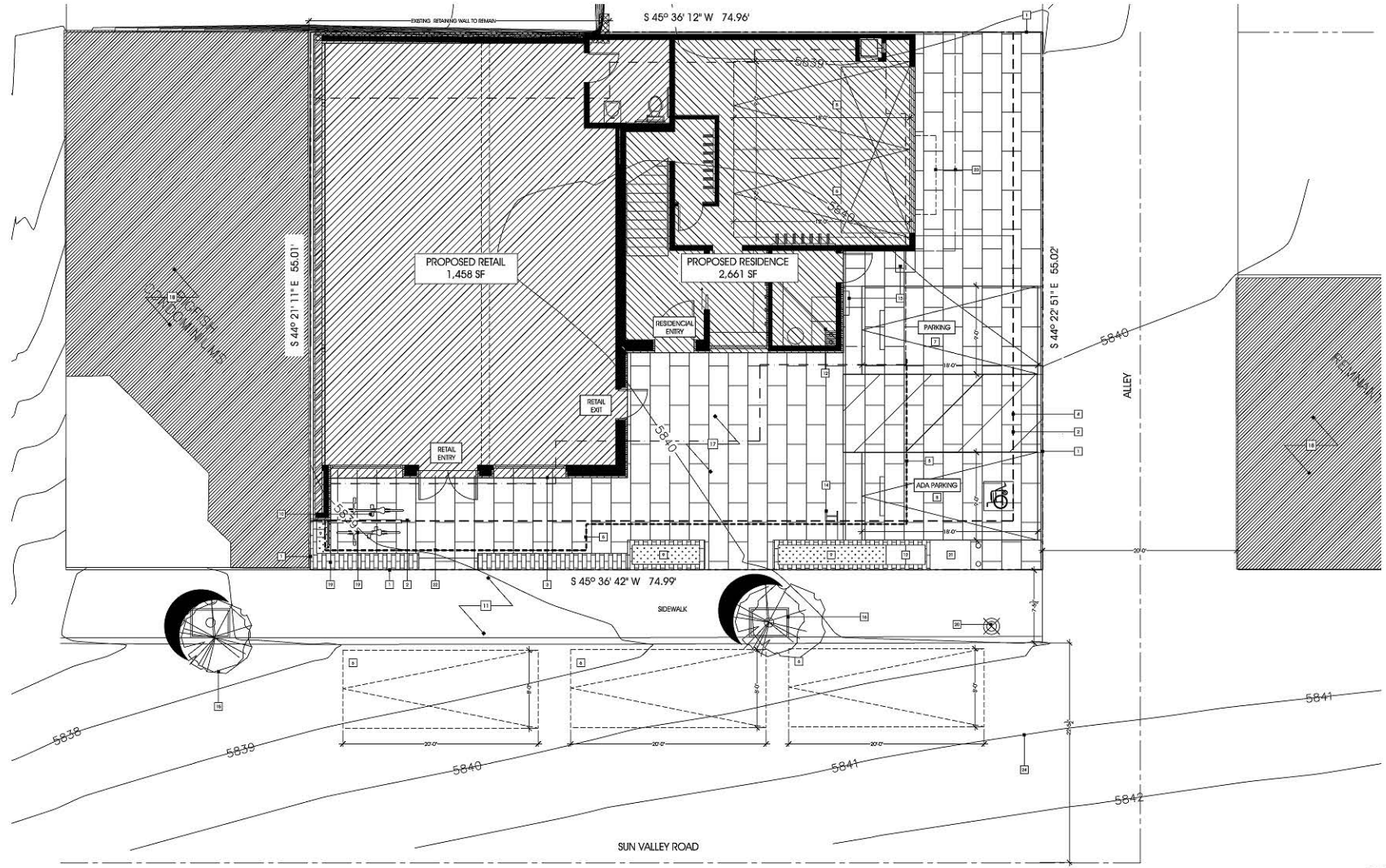
CONSTRUCTION DOCUMENTS

DATE

01.19.2016

JOB NO.

15-04



SITE PLAN - FIRST FLOOR

SCALE 1/4" = 1'-0"

LEGEND	KEYNOTES	KEYNOTES
PROPOSED RETAIL	PROPERTY LINE	NEW TITTLE LEAF UNDER TREE AND GRASS PER DETAIL 10.28.15
PROPOSED RESIDENCE	SEWER LINE	LABEL SCALE MATCHING MODULAR TOUNGUE PAVERS BY 12648 PORCELAIN
ADJACENT BUILDING	PROPOSED FIRST FLOOR	ADJACENT BUILDING
MODULAR CHAIR PAVERS	LINE OF PROOFBUILDING ABOVE	NEW SRE BRICK WALL PER DETAIL 13.28.15
PROPERTY LINE	PARKING SPACES TO BE 9'0" X 18'0"	TRANSFORMER
SEWER LINE	REQUIRED STREET PARKING	SIGNAGE LOCATION ABOVE
CITY SIDEWALK	REQUIRED OFF-STREET PARKING WITH PAVERE	OVERHANG ABOVE
LINE OF PROOFBUILDING ABOVE	ADA PARKING WITH PAVERE, SEE SHEET 001 FOR MORE INFORMATION	EXISTING TOPOGRAPHY LINE PER CIVIL
OVERHANG ABOVE	ADA PARKING PER DETAIL 9.28.15	
CENTER LINE OF STREET	PLANTER PER DETAIL 10.28.15	
PROPOSED FIRST FLOOR	BIKEWAY RACK	
	CITY SIDEWALK	
	TRASH AND RECYCLING	
	GAS AND ELECTRIC	
	STRUCTURAL POLE PER PLAN	
	EXISTING TREE AND GRASS TO REMAIN	



City of Ketchum
Planning & Building

May 14, 2018

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 14, 2018

PROJECT: WDC Ketch Housing Development Pre-Application Design Review

FILE NUMBER: #18-057

OWNERS: Jack Bariteau Separate Property Trust UTA as of 5/9/2018; Ketchum PDX LLC has property under contract

REPRESENTATIVE: Gene Bolante, Studio 3 Architecture

REQUEST: Pre-application Design Review of a two-story residential building containing 20 apartments

LOCATION: 560 N. 1st Avenue (Lot 6, Block 35, Ketchum Townsite)

NOTICE: Notice is not required for Pre-Application Design Review. However, a courtesy notice was mailed to property owners within 300' on May 9th, 2018.

ZONING: Community Core (CC) & Sub-District C, Urban Residential

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS: A. Application
B. Plans
C. Fire Department comments

BACKGROUND:

WDC Properties of Portland, OR, represented by Gene Bolante, AIA, Studio 3 Architecture, of Salem, OR, has submitted a Pre-Application Design Review application for a new two-story, 20 unit multi-family development to be located at 560 N. 1st Ave. in the Community Core, subdistrict C – Urban Residential. The first floor will contain 12 alcove-studio units, the second floor will contain four 1-bedroom units and four 2-bedroom units. Alcoves range from 225 to 300 square feet, 1 bedrooms are proposed to be 290 square feet and 2 bedrooms are proposed to be 585 square feet. The applicant intends to designate up to four units for affordable housing. The applicant’s development timeline includes breaking ground this year.

The design of the building is the most complete element of the proposal to date and the applicant has requested Pre-Application Design Review in order to engage in a discussion with the Commission focused on the design of the building. The majority of other required improvements, such as right-of-way improvements (including but not limited to sidewalks, alley way, street trees) and site improvements such as landscaping and drainage are not yet defined. However, the applicant is aware that right-of-way and other site improvements are required. In accordance with 17.96.040.C.4. the Administrator has waived the requirement for plans indicating right-of-way, landscaping, and drainage for this Pre-Application Design Review meeting in order to focus on the design of the building so that the applicant can continue to refine the building design and work toward Design Review and a building permit.

Consistent with the purpose of Pre-Application Design Review, to exchange ideas and give direction to the applicant on the “design concept”, feedback on all Design Review criteria is welcome.

OUTSTANDING ACTION ITEMS:

Plans addressing the following will be required with a Design Review application

- Snow storage
- Drainage
- Right-of-way improvements
 - Alley improvements
 - Sidewalk
 - Street trees
 - Public amenities
- Utilities
- Setbacks and compliance with the zoning code

Prior to Building Permit an Exceedance Agreement addressing square footage above a 1.0 Floor Area Ratio is required

COMPREHENSIVE PLAN CONSIDERATIONS:

Staff notes that this proposal for a high-density residential development containing modestly sized housing units is unique for Ketchum and that the proposal aligns with several goals and policies articulated in the 2014 Comprehensive Plan.

Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low-, moderate and median-income households.

- The proposal will bring 20 new long-term rental apartments to the market.

Goal H-3: Ketchum will have a mix of housing types and styles.

- The housing stock in Ketchum predominately consists of single family homes, attached and detached townhomes, large scale condominium developments, and condominiums within mixed use buildings. Apartment developments are rare and this proposal increases the mix of housing types and styles.

Policy H-3.1 Mixture of Housing Types in New Development

- The proposal contains a mix of small “micro” studio units and modestly sized 1-bedroom and 2-bedroom units

Policy H-3.3 Housing Designs and Floor Plans for an Aging and Special Needs Population

- All units on the first floor open directly to an internal sidewalk at grade. Sidewalks will be required to be graded for ADA accessibility. The first-floor units could be suitable for an aging population who desire to downsize living space and live in the Community Core for better access to service and amenities without use of a car.

Goal M-1: Promote land use patterns, densities and mobility planning that maximizes investments and promotes safe and efficient mobility

Goal LU-3 Create land use patterns that reinforce the use of transit and other alternative transportation modes.

Policy LU-3.1 Land Use Densities to Support Transit

Goal CHW-6 Reduce generation of air pollutants and noise

- The subject site is located in the Community Core, which promotes walkability. Additionally, the subject site is located 3.5 blocks from an existing Mountain Rides transit stop on Main Street and 1 block from the bike path located at 2nd Avenue and 5th Street. Because the development proposal does not include parking the location of the subject property is ideal for supporting walkability, cycling, and transit use.

Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers

- The proposal exemplifies compact downtown housing development.

With the required exterior improvements for the site still under development staff encourages the applicant to consider design features and amenities that support the following Comprehensive Plan goals and policies:

- Policy CD-1.4 High-Quality Site Planning and Building and Landscape Design
- Policy CD-1.5 High-Quality and Sustainable Design Principles for Public Buildings and Public Outdoor Spaces
- Policy CD-2.5 Energy and Water Efficiency in New Development
- Goal NR-7: Reduce the amount of solid waste being generated
- Goal NR-8: Reduce water consumption in new and existing development.
- Goal M-5: Enhance pedestrian connectivity and comfort
- Policy M-5.4 Walkability and Sit-ability Improvements

ANALYSIS:

Table 1: Requirements for All Applications

General Requirements for all Design Review Applications				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.080	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: 1. See Attachment C.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Streets: 1. Right-of-way improvements will be required in the alley and on 1 st Avenue. a. The applicant should address potential plans to underground the powerlines that are located in the alley. 2. The site must maintain its own drainage.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Utilities: 1. There is an old Ketchum Springs water main in the alley, however, the water main is not available for the subject property or the adjacent vacant property. a. If the applicant proposes to change the elevation of the alley the KSW main will have to be lowered to a 6 ft depth. 2. The applicant should address how the project will be metered for water; the configuration of water metering will affect impact fees. 3. Applicant should address whether the project will have fire sprinklers. 4. Sewer impact fees will be calculated according to the city's fee schedule and based on the number of bedrooms.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: o <i>No comment at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Arborist: o <i>No comment at this time.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: o <i>See comments throughout staff report.</i>

Table 2: Zoning Standard Analysis

Compliance with Zoning Standards				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area
			<i>Staff Comments</i>	Required: 5,500 square feet minimum Existing: 5,500 square feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	Floor Area Ratios and Community Housing
			<i>Staff Comments</i>	Permitted in Community Core Urban Residential Sub-district (CC-C) <i>Permitted Gross FAR: 1.0</i> <i>Permitted FAR with Community Housing requirements satisfied: 2.25</i> Proposed: <i>Gross floor area: 7,750 square feet</i>

				<p>Proposed FAR: FAR: 7,750 gross square feet / 5,500 square foot lot = 1.409</p> <p>2,250 square feet over the 5,500 permitted by right.</p> <p>The applicant is aware than an exceedance agreement for the FAR overage will be required. The applicant would be required to develop 383 square feet of Community Housing on site or to pay a fee in-lieu of construction of \$91,154 (383 square feet * \$238/square foot in lieu fee) or to propose another alternative that the Council approves. Currently, the applicant is developing a proposal to include Community Housing on site.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Minimum Building Setbacks</p> <p><i>Staff Comments</i> Required: Front (1st Ave – south facade): 5’ average Side (adjacent to existing development - east facade): 0’ Side (adjacent to vacant lot – west facade): 0’ Rear (alley – north facade): 3’</p> <p>Proposed: Front (1st Ave – south facade): 14’-2” Side (adjacent to existing development - east facade): 6’ Side (adjacent to vacant lot – west facade): 6’ Rear (alley – north facade): 6”</p> <p>The applicant has the subject property and the adjacent vacant lot to the west under contract. The parcels are separate and are both 55’ wide. The site plan indicates a 46’ wide building with 6’ setbacks on each side, which would require a 58’ wide lot. Since 0’ setbacks are required on either side the applicant may reduce the 6’ setbacks to conform to the width of the lot.</p> <p>The 6” rear setback is non-compliant. However, the applicant proposes a 14’-2” front setback, where only a 5’ average front setback is required. The applicant has space to decrease the front setback and increase the rear setback in order to meet the required rear setback.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Building Height</p> <p><i>Staff Comments</i> Maximum Permitted: 42’ Proposed: 24’</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	<p>Curb Cut</p> <p><i>Staff Comments</i> Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking. Proposed: No curb cut is proposed. The applicant is not proposing on-site parking with this project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.40.B	<p>Parking Spaces</p> <p><i>Staff Comments</i> Residential multiple-family dwelling within the Community Core (CC) District and the Tourist (T), Tourist 3000 (T-3000), and Tourist 4000 (T-4000):</p> <p>Units 750 square feet or less - 0 spaces</p> <p>Proposed: The applicant is proposing 20 residential dwelling units. The project is located in the Community Core. All proposed units are under 750 square feet. No parkin spaces are required.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.020	<p>Zoning Matrix</p>

			<p>Staff Comments</p> <p>Multiple family dwellings are permitted in the Community Core, Subdistrict C, and dwellings may occupy the ground floor in this subdistrict.</p> <p>17.08.020 – Definitions</p> <p>Dwelling, Multiple Family: A building, under single or multiple ownership, containing two (2) or more dwelling units used for residential occupancy.</p> <p>The applicant is proposing a 20-unit multi-family development.</p>
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Table 3: Design Review Standards for all projects

Design Review Requirements				
IMPROVEMENTS AND STANDARDS: 17.96.060				
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<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.
			<i>Staff Comments</i>	<i>The subject property has frontage along N. 1st Avenue. This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(A)(2) Streets	All street designs shall be approved by the City Engineer.
			<i>Staff Comments</i>	<i>No changes to the lanes of travel in the street are proposed at this time. However, should improvements be deemed necessary by the Streets Department, such designs shall be approved by the City Engineer.</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.
			<i>Staff Comments</i>	<i>The subject property has frontage along N. 1st Avenue. Currently there is not a sidewalk in front of the building. The applicant will be required to install a sidewalk that meets Streets Department approval. The applicant is aware of this requirement.</i>
<input type="checkbox"/>	<input checked="" 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.
			<i>Staff Comments</i>	<i>A design for the sidewalk has not yet been proposed. However, the applicant is aware of this requirement.</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: <ul style="list-style-type: none"> a. The project comprises an addition of less than 250 square feet of conditioned space. b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.
			<i>Staff Comments</i>	<i>N/A. Per Streets Department comments, right-of-way improvements, which include sidewalk, will be required for this project.</i>
<input type="checkbox"/>	<input checked="" 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.
			<i>Staff Comments</i>	<i>Sidewalk design has not yet been proposed but the applicant is aware of this requirement and this standard will be met.</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.
			<i>Staff Comments</i>	<i>As indicated in the renderings, the applicant has proposed sidewalks on the subject property adjacent to the north and south facades and to the front entry that connect to a sidewalk depicted in the right-of-way.</i> <p><i>The subject property is an interior lot on N. 1st Avenue that abuts a vacant lot to the north and a developed lot to the south. The sidewalk on N. 1st Avenue extends from the adjacent developed lot to the intersection of N. 1st Avenue and E. 5th Street. There is no sidewalk in front of the subject property or the adjacent vacant lot. The applicant will be required to install sidewalk in front of the subject property that connects to the</i></p>

				<i>existing sidewalk. The new sidewalk will be required to be designed to allow connection to a future sidewalk in front of the vacant lot.</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>Staff Comments</i>	<i>N/A, Staff does not recommend a voluntary cash contribution in-lieu of improvements for this project.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(1)	All storm water shall be retained on site.
			<i>Staff Comments</i>	<i>Preliminary drainage and grading plans have not yet been submitted. The applicant is aware that this requirement shall be met.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>See above.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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>Staff Comments</i>	<i>See above.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(4)	Drainage facilities shall be constructed per City standards.
			<i>Staff Comments</i>	<i>See above.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>Utilities to serve the project have not yet been designed. However, the applicant is aware of this requirement.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>Utilities to serve the project have not yet been designed. However, the applicant is aware of this requirement.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>Utilities to serve the project have not yet been designed. However, the applicant is aware of this requirement.</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>Staff Comments</i>	<i>The proposed colors consist of two hues of grey, sage green, and naturally stained wood. These earth tones are complementary to the adjacent 3-story building to the south, which is primarily light grey in color. Other buildings in the vicinity share muted, earth tone hues.</i> <i>The materials predominately consist of 4' wide painted fiber cement paneling for the parapet, horizontally oriented painted fiber cement lap siding and vertically oriented wood siding on the facades. Wood trim accentuates and differentiates between the first and second story floorplates and additional fiber cement paneling is used to form a cornice to top the rooflines of the secondary masses of the building. Other buildings in the vicinity have facades comprised primarily of natural and composite siding or stucco.</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>Staff Comments</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>Staff Comments</i>	<i>N/A. The subject property is currently vacant.</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>Staff Comments</i>	<p><i>All first-floor units are proposed to have individual doors are accessed from the on-site sidewalks and the on-site sidewalks connect directly to the right-of-way sidewalk illustrated in the rendering sheet.</i></p> <p><i>The second-floor units are accessed from an internal hallway. Access to the hallway is provided through an entryway on the N. 1st Avenue street fronting façade; the entry leads to a staircase occupants will use to reach the second floor. The rendering sheet illustrates an on-site sidewalk will connect directly from the first-floor entry door to the right-of-way sidewalk.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(2)	The building character shall be clearly defined by use of architectural features.
			<i>Staff Comments</i>	<p><i>The character of the building is clearly defined through the alternating pattern of vertical and horizontal siding, a repeating array of windows with transoms and doors with transoms on the ground floor, the use of second floor balconies, the substantially wide parapet wall, the use of the same material that comprises the parapet wall to create a vertical element on the first façade, and the use of a complementary secondary cornice roofline on the front façade and wrapping around the rear facade.</i></p> <p><i>The first and second floor floorplates are differentiated by a vertical wood trim element 9-1/4" wide and the second floor balconies that are present on the north, south, and west facades.</i></p> <p><i>The character of the building is also defined by the substantial amount of glazing, which is used on both doors and windows for each residential unit.</i></p>
<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>Staff Comments</i>	<i>The proposed materials and colors satisfy this requirement as the use of fiber cement paneling, natural wood siding, windows with transoms, and doors with transoms are used on all four facades of the building. Additionally, the same color scheme of grey, sage, and natural wood is used on all four sides of the building. Signing for the development has not yet been proposed but will be required to complement the proposed building.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<p><i>Accessory structures, fences, and walls have not been proposed and are not required.</i></p> <p><i>Landscaping features are required but have not yet been proposed and are required to complement the proposed building.</i></p>
<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>Staff Comments</i>	<p><i>While the main mass of the building is primarily rectangular the rendering sheet indicates that the building undulates in alignment with the layout of the proposed units. The appearance of undulation is augmented by the change in materials, which alternate between horizontally oriented fiber cement paneling and vertically oriented natural wood siding.</i></p> <p><i>Additionally, the second-floor balconies and the 4' parapet wall combined with the roof's overhand reduce the appearance of bulk and flatness.</i></p>
<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>Staff Comments</i>	<i>The building orients toward N. 1st Avenue, which is the only street-fronting façade.</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>Staff Comments</i>	<i>The first-floor plan and the rendering sheet indicate that the garbage storage area will be enclosed within the building.</i>

<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The applicant should address weather protection for gathering and circulation at Design Review. There is an awning proposed over the main entry to the building and the overhang of the parapet wall is substantial but the applicant has not yet specifically indicated whether these design elements are intended for weather protection.</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>Staff Comments</i>	<i>The rendering sheet indicates pedestrian accesses will connect to a new sidewalk on N. 1st Avenue. Bicycle accesses and amenities have not yet been proposed but could feasibly use the pedestrian accesses indicated on the rendering sheet. Because the development contains no on-site parking ample consideration should be given to pedestrian and bicycle accesses and facilities/amenities.</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>Staff Comments</i>	<i>No awnings are proposed to extend over the right-of-way.</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>Staff Comments</i>	<i>No vehicle parking is proposed with this project. The internal sidewalks indicated in the rendering appear to be of sufficient width for pedestrian circulation and connection to a sidewalk in the right-of-way. The width of internal sidewalks, and the ability to accommodate both pedestrians and cyclists, will be required to be addressed in more detail at Design Review.</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>Staff Comments</i>	<i>No curb cut is proposed for this development.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The alley behind the subject property is currently gravel/dirt. As required by the Streets Department the alley will have to be improved to city standards. Improvement plans have not yet been submitted but are required.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The applicant has not yet indicated snow storage areas. Snow storage is required to be addressed at Design Review.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(2)	Snow storage areas shall be provided on-site.
			<i>Staff Comments</i>	<i>The applicant has not yet indicated snow storage areas. Snow storage is required to be addressed at Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The applicant has not yet indicated snow storage areas. Snow storage is required to be addressed at Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The applicant has not yet addressed snow storage. Snow storage is required to be addressed at Design Review. If the applicant proposes a snow-melt system staff encourages the applicant to consider methods and best practices for reducing the energy consumption required for snow-melt systems.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(1)	Landscaping is required for all projects.
			<i>Staff Comments</i>	<i>A landscape plan has not yet been proposed and is required for Design Review. To advance goals and policies of the Comprehensive Plan, use of native/drought tolerant landscaping is encouraged.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been proposed and is required for Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been proposed and is required for Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been proposed and is required for Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A new sidewalk along N. 1st Ave. is required, and pedestrian amenities are required and will be addressed at Design Review.</i>

Table 4: Design Review Standards for Community Core Projects

IMPROVEMENTS AND STANDARDS: 17.96.070 - Community Core (CC) Projects				
In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, the standards of this section apply to projects in the Community Core district. 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 Staff Comments
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The applicant has not yet proposed indicating street trees, street lights, furnishings, or other right-of-way improvements. However, the applicant is aware that such improvements are required, and such plans are subject to city standards and Public Works Department (Streets, Utilities, and City Engineer) review and approval.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been proposed and is required for Design Review.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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>Staff Comments</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>Staff Comments</i>	<i>All facades include both solid surfaces and window openings. The two side facades and the rear façade utilize the same vertical wood siding, horizontal fiber cement lap siding, and cement parapet wall as the front façade.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The proposed building is 100% residential.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070 (B)(3)	For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.
			<i>Staff Comments</i>	<i>The proposed building is 100% residential.</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>Staff Comments</i>	<i>The form of the roof is a flat roof. The primary roofline is a 4' wide parapet wall comprised of fiber cement paneling painted grey. A secondary roofline utilized on the front façade as a visual connection between the north and south sides of the building and along the rear façade and adjacent to the alley on the interior side facades is a fiber cement cornice. Both elements of the roof appear are hues of grey and complementary the grey fiber cement lap paneling and the sage and natural wood siding used on the facades of the building.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>The proposed building has a flat roof.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>No roof overhangs over a public sidewalk are indicated in the site plan or rendering sheet.</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>Staff Comments</i>	<i>N/A. No front porches or stoops are proposed.</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>Staff Comments</i>	<i>The proposed garbage storage area is located within the building and adjacent to the alley.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>No roof or ground mounted mechanical or electrical equipment has been proposed at this time.</i> <i>However, if roof or ground mounted equipment is proposed at Design Review the zoning code requires that 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>Staff Comments</i>	<i>There is a cluster of trees that do not appear to be mature located adjacent to the alley. The City Arborist will determine whether the trees are healthy and mature and will require an off-site replacement.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been submitted but is required for Design Review.</i>
			17.96.070(D)(3)	The city arborist shall approve all parking lot and replacement trees.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Staff Comments</i>	<i>There is no parking lot proposed with the project. The City Arborist will determine if a replacement tree or trees is necessary.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>N/A. There is no parking proposed for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>N/A. There is no parking proposed for the project.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A landscape plan has not yet been submitted but is required for Design Review.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>There are no parking spaces required or proposed for the development. However, at minimum one bicycle rack shall be required and shall be indicated on a plan at Design Review.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>Because no parking is required, only the minimum of one bicycle rack is required.</i>
<input type="checkbox"/>	<input checked="" 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>Staff Comments</i>	<i>A location for the bicycle rack has not yet been proposed.</i>

STAFF RECOMMENDATION:

The Commission should provide the applicant feedback regarding the proposed project and identify any additional items beyond the identified outstanding action items to be included in the Design Review application submission.

OUTSTANDING ACTION ITEMS:

Plans addressing the following will be required with a Design Review application:

- Snow storage
- Drainage
- Right-of-way improvements
 - Alley improvements
 - Sidewalk
 - Street trees
 - Public amenities
- Utilities
- Setbacks and compliance with the zoning code

Prior to Building Permit an Exceedance Agreement addressing square footage above a 1.0 Floor Area Ratio is required.

ATTACHMENTS:

- A. Application
- B. Plans
- C. Fire Department comments

Attachment A.

Application



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
File Number:	D18-057
Date Received:	5-8-18
By:	m
Pre-Application Fee Paid:	1100.00
Design Review Fee Paid:	
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Design Review Application

APPLICANT INFORMATION				
Project Name:	"KETCH"		Phone:	503-270-8675
Owner:	Ketchum PDX LLC		Mailing Address:	2330 NW 31st Ave Portland OR 97210
Email:	fstock@wdeproperties.com		Architect/Representative:	Gene Bolante
Architect/Representative:	Gene Bolante		Phone:	5033906500
Email:	gene@studio3architecture.com		Mailing Address:	222 Commercial Street NE Salem, Oregon 97301
Architect License Number:	AR 984973		Engineer of Record:	
Engineer of Record:			Phone:	
Email:			Mailing Address:	
Engineer License Number:				
All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.				
PROJECT INFORMATION				
Legal Land Description: Ketchum Lots 5 and 6 of Block 35, Ketchum Township				
Street Address: 100 E 6th and 560 N 1 st				
Lot Area (Square Feet):		RPK 00000350060		
Zoning District: Community Core, Subdistrict C - Urban Residential				
Overlay District:	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Avalanche	<input type="checkbox"/> Mountain	
Type of Construction:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Addition	<input type="checkbox"/> Remodel <input type="checkbox"/> Other	
Anticipated Use: Multi family	Number of Residential Units:			
TOTAL FLOOR AREA				
	Proposed	Existing		
Basements		Sq. Ft.	Sq. Ft.	
1 st Floor	3925	Sq. Ft.	0	
2 nd Floor	3925	Sq. Ft.	0	
3 rd Floor		Sq. Ft.	0	
Mezzanine		Sq. Ft.		
Total	7850	Sq. Ft.	Sq. Ft.	
FLOOR AREA RATIO				
Community Core:	Tourist:	General Residential-High:		
BUILDING COVERAGE/OPEN SPACE				
Percent of Building Coverage: 35				
DIMENSIONAL STANDARDS/PROPOSED SETBACKS				
Front: 14'-2"	Side: 6'-0"	Side: 58'-0"	Rear: 0'-6"	
Building Height: 30'-0"				
OFF STREET PARKING				
Parking Spaces Provided: 0				
Curb Cut:	Sq. Ft.	%		
WATER SYSTEM				
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water		

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

Signature of Owner/Representative

Date

5-4-18

DESIGN REVIEW EVALUATION STANDARDS

(May not apply to Administrative Design Review):

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

A. Streets:

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

B. Sidewalks:

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

C. Drainage:

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

Attachment B.

Plans



FACING FIRST STREET - WEST



FACING ALLEY - EAST



FACING VACANT LOT - NORTH



FACING NEIGHBOR - SOUTH

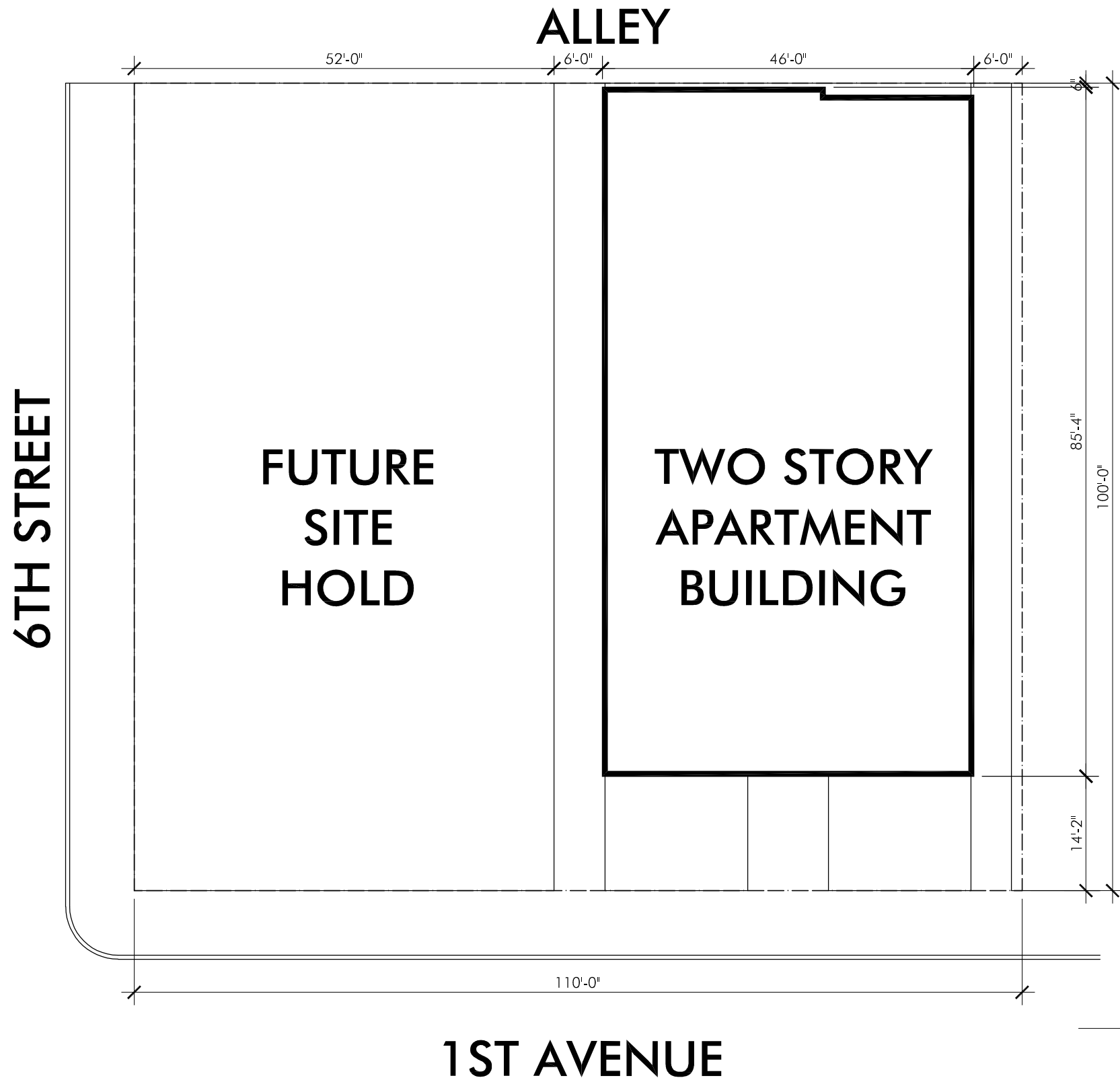
NEW MULTI-FAMILY BUILDING FOR:

WDC PROPERTIES

100 E 6TH St AND 560 N 1ST AVE - KETCHUM, ID

SHEET:

3D



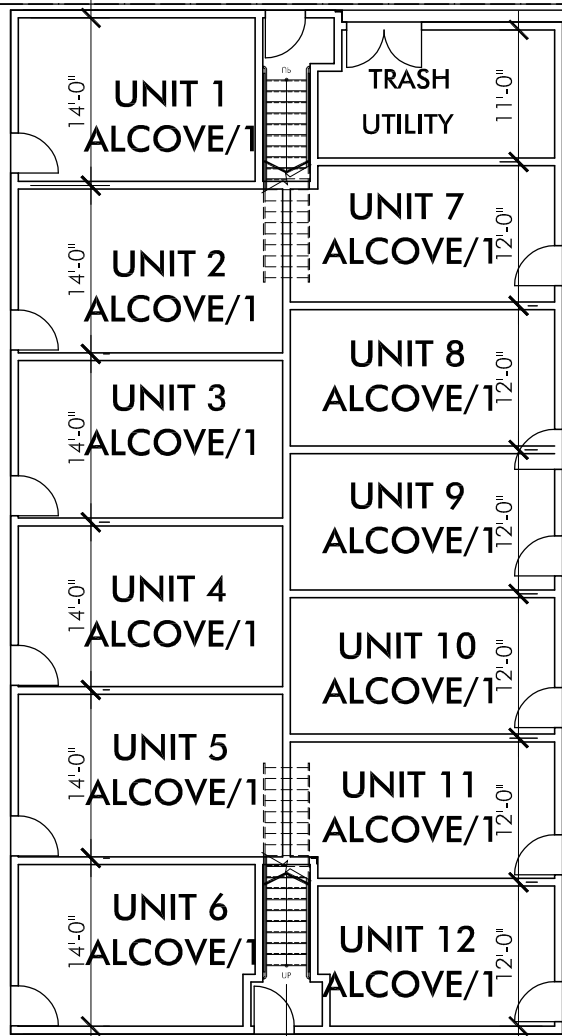
SITE PLAN

KETCHUM, ID $\frac{1}{16} = 1'-0"$ @ 11 x 17 24 APRIL 2018

6TH STREET

ALLEY

FUTURE
SITE
HOLD



TRASH
UTILITY

UNIT 1
ALCOVE/1

UNIT 2
ALCOVE/1

UNIT 3
ALCOVE/1

UNIT 4
ALCOVE/1

UNIT 5
ALCOVE/1

UNIT 6
ALCOVE/1

UNIT 7
ALCOVE/1

UNIT 8
ALCOVE/1

UNIT 9
ALCOVE/1

UNIT 10
ALCOVE/1

UNIT 11
ALCOVE/1

UNIT 12
ALCOVE/1

58'-0"

23'-0"

23'-0"

6'-0"

110'-0"

1ST AVENUE

85'-4"

100'-0"

14'-2"

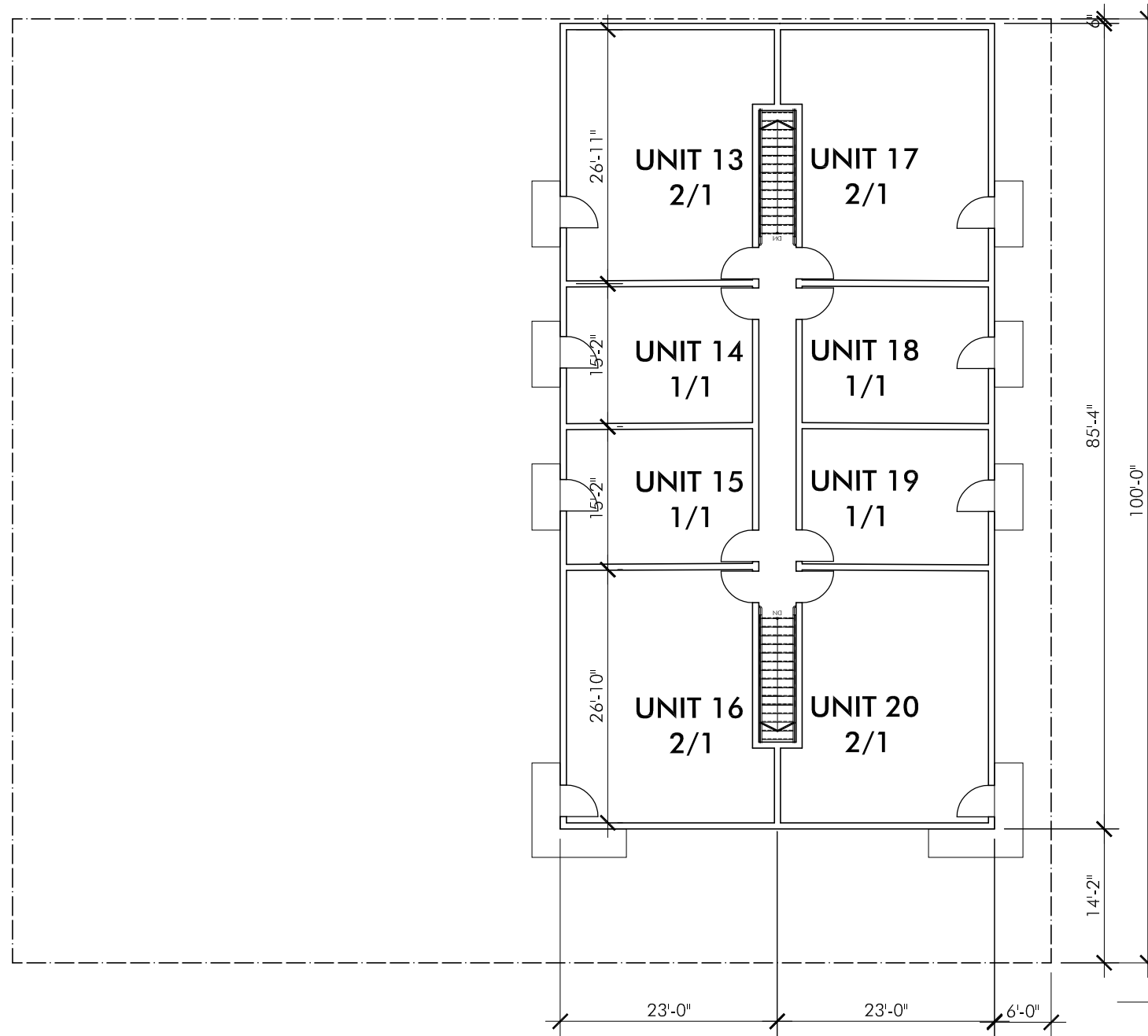


FIRST FLOOR

KETCHUM, ID $\frac{1}{16} = 1'-0'' @ 11 \times 17$ 24 APRIL 2018

ALLEY

6TH STREET



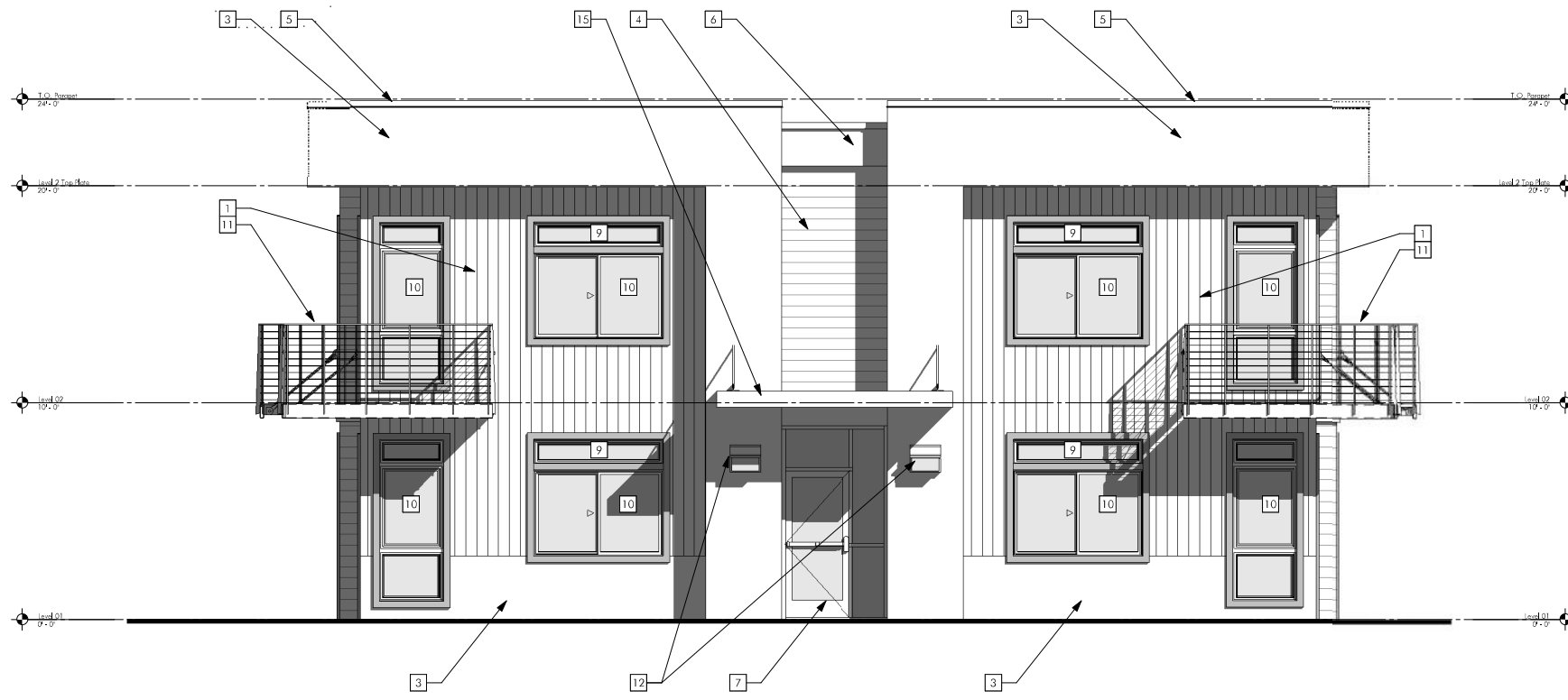
1ST AVENUE

2ND FLOOR

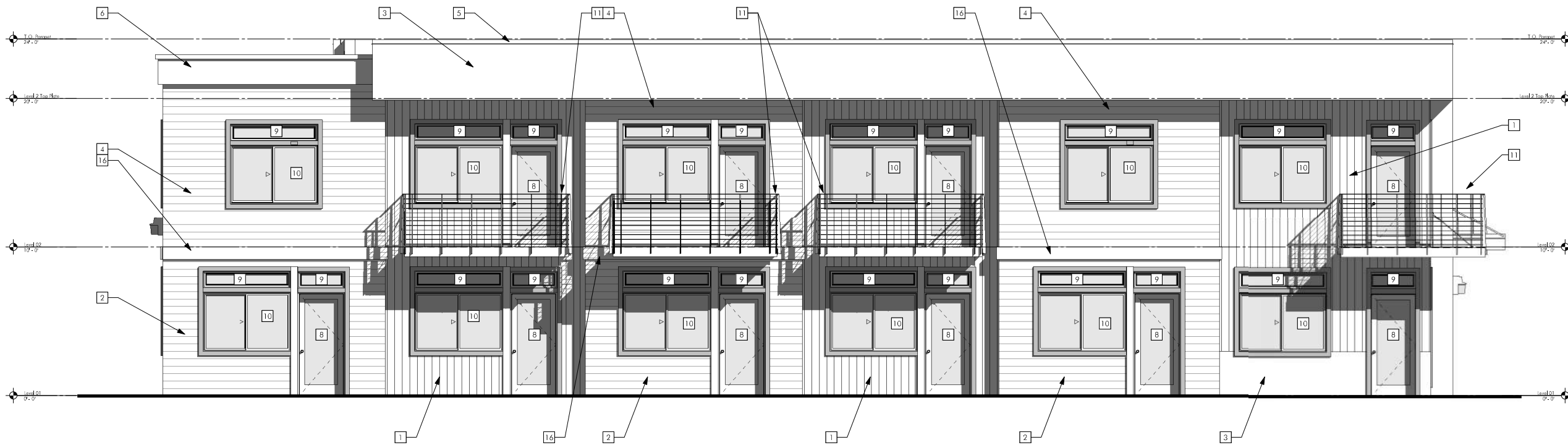
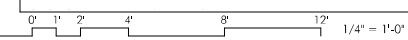
KETCHUM, ID $\frac{1}{16} = 1'-0"$ @ 11 x 17 24 APRIL 2018

ELEVATION NOTES:

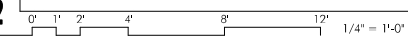
- 1 - VERTICAL WOOD SIDING W/ 6" EXPOSURE. STAIN: NATURAL.
- 2 - FIBER CEMENT LAP SIDING, 7" REVEAL. PAINT COLOR: SW 7062 ROCK BOTTOM.
- 3 - FIBER CEMENT PANEL SIDING. PAINT COLOR: SW 7622 HOMBURG GRAY.
- 4 - FIBER CEMENT LAP SIDING, 7" REVEAL. PAINT COLOR: SW 6193 PRIMLAGE GREEN.
- 5 - PRE-FINISHED METAL PARAPET CAP.
- 6 - 2-PART FIBER CEMENT PANEL CORNICE.
- 7 - ALUMINUM AND GLASS ENTRY DOOR.
- 8 - FIBERGLASS CLAD ENTRY OR PATIO DOOR IN FIBERGLASS CLAD WOOD FRAMES WITH NAIL FIN INSTALLATION FEATURE.
- 9 - TRANSOM LITE IN FIXED VINYL WINDOW FRAME ABOVE DOOR/WINDOW.
- 10 - VINYL WINDOW ASSEMBLY WITH INSULATING GLASS UNITS.
- 11 - STEEL FRAMED BALCONY WITH 2X6 CEDAR DECKING HUNG FROM WALL.
- 12 - EXTERIOR LIGHT W/ 36W LED, 3,350 LUMENS WITH AUTO-LIGHT CONTROL, CREE LED #E-WP6L03NZ.
- 13 - ELECTRICAL SERVICE AND METER BASES.
- 14 - DOOR TO TRASH/UTILITY ROOM.
- 15 - STEEL CANOPY HUNG FROM WALL.
- 16 - 9 1/4" WOOD TRIM BOARD, PAINT.



1 FACING FIRST STREET - WEST



2 FACING VACANT LOT - NORTH



NEW MULTI-FAMILY BUILDING FOR:

WDC PROPERTIES

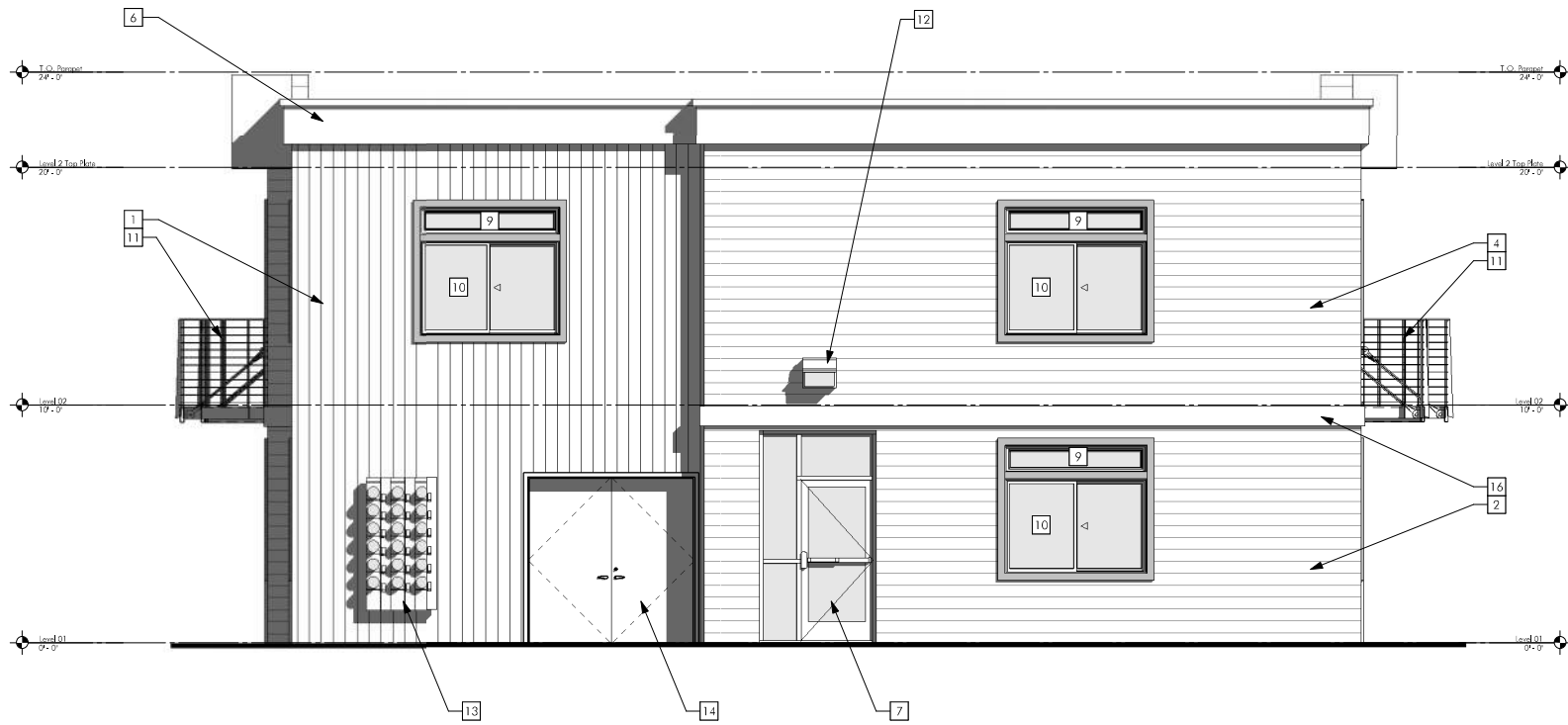
100 E 6TH St AND 560 N 1ST AVE - KETCHUM, ID

SHEET:

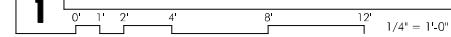
A2.11

ELEVATION NOTES:

- 1 VERTICAL WOOD SIDING W/ 6" EXPOSURE. STAIN: NATURAL.
- 2 FIBER CEMENT LAP SIDING, 7" REVEAL. PAINT COLOR: SW 7062 ROCK BOTTOM.
- 3 FIBER CEMENT PANEL SIDING, PAINT COLOR: SW 7622-HUMBURG GRAY
- 4 FIBER CEMENT LAP SIDING, 7" REVEAL. PAINT COLOR: SW 6193 PRIVILEGE GREEN.
- 5 PRE-FINISHED METAL PARAPET CAP.
- 6 2-PART FIBER CEMENT PANEL CORNICE.
- 7 ALUMINUM AND GLASS ENTRY DOOR.
- 8 FIBERGLASS CLAD ENTRY OR PATIO DOOR IN FIBERGLASS CLAD WOOD FRAMES WITH NAIL FIN INSTALLATION FEATURE.
- 9 TRANSOM LITE IN FIXED VINYL WINDOW FRAME ABOVE DOOR/WINDOW.
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- 12 EXTERIOR LIGHT W/ 36W LED, 3,350 LUMENS WITH AUTO LIGHT CONTROL, CREE LED #E-WP6L03NZ.
- 13 ELECTRICAL SERVICE AND METER BASES.
- 14 DOOR TO TRASH/UTILITY ROOM.
- 15 STEEL CANOPY HUNG FROM WALL.
- 16 1/4" WOOD TRIM BOARD, PAINT.



1 FACING ALLEY - EAST



2 FACING NEIGHBOR - SOUTH



NEW MULTI-FAMILY BUILDING FOR:

WDC PROPERTIES

100 E 6TH St AND 560 N 1ST AVE - KETCHUM, ID

SHEET:

A2.12

Attachment C.

Fire Department comments

Ketchum Fire Department Comments

The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances.

Approved **address and unit** numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.

Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A **minimum** twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.

An approved automatic fire sprinkler system shall be installed throughout the building per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the National Fire Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box and Fire Department Connection shall be installed in an approved location visible to approaching firefighters. **Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements.** Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved fire department connection and flow bell shall be installed in a location approved by the fire department and the system shall be supervised by an approved alarm system.

NOTE: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshal's office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance.

An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the requirements of NFPA 72. Two (2) sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance.

Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.

Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers.

An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. The key box shall be a Knox box brand and sized to accommodate keys to every door of the project.

An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.

Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.



City of Ketchum
Planning & Building

May 14, 2018

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING MAY 14, 2018

PROJECT: Setback definition text amendment

FILE NUMBER: #P18-006

APPLICANT: Jonathan and Rebecca Neeley

REPRESENTATIVE: Michael Blash, AIA

REQUEST: Applicant-initiated text amendments to amend Title 17 of the Ketchum Municipal Code by amending Section 17.08.020, Terms Defined, by removing the phrase "or below grade" from the definition of the term Setback; [additional complementary text amendments to code sections 17.96, 17.08.020, 17.88.050.E, 17.104.070.A, and 17.128.020 have been proposed by staff].

NOTICE: Notice for the March 12th, 2018 hearing appeared in the Idaho Mountain Express, was mailed to outside agencies, and was posted in three (3) public locations on February 14, 2018.

Notice for the April 9, 2018 hearing appeared in the Idaho Mountain Express on March 21st 2018, was mailed to outside agencies, and was posted in three (3) public locations on March 16th, 2018.

PUBLIC HEARING: Planning and Zoning Commission

- March 12, 2018
- April 9, 2018
- May 14, 2018

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. Proposed text amendments revised for May 14, 2018 meeting
- B. Text amendments proposed for April 9, 2018 meeting
- C. Egress photo examples from applicant Michael Blash
- D. March 12, 2018 staff report

INTRODUCTION

Applicants Jonathan and Rebecca Neeley, represented by Michael Blash, AIA, initiated a zoning code text amendment to amend the definition of the term “setback” so that required setbacks would not apply to below grade structures. The applicant’s proposed text amendment was as follows:

SETBACK: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade ~~or below grade~~ building or structure.

The Commission considered this request and staff analysis during public hearings on March 12, 2018 and April 9, 2018. During the March 12, 2018 hearing the Commission directed staff to notice a public hearing for supplementary text amendments that would formalize an additional layer of review for below grade setback encroachments by requiring review of such encroachments as part of the permitting process.

The Commission directed staff ensure the following considerations were included in the supplementary text amendments:

1. Cross reference an intentional, formal review of below grade structures in the Design Review, Mountain Overlay, and Floodplain Development chapters of the zoning code;
2. Require a minimum setback for below grade structures, where applicable (the Light Industrial and Community Core zoning districts permit 0’ setbacks from some property lines);
3. Create a standard to address landscaping and drainage; and
4. Clarify that below grade structures shall be located entirely below grade and shall not have above grade projections.

The supplemental text amendments, along with staff commentary, were discussed at the April 9, 2018 hearing and are included as attachment B to this staff report.

During the April 9, 2018 hearing the Commission gave staff the following directives:

1. Revise proposed text amendments to include review of below grade setback encroachments by the Commission;
2. Do not permit egress windows/egress wells in required setbacks;
3. Below grade encroachments in required setbacks are not permitted to project above grade; and
4. Do not permit construction activity to occur on adjacent properties.
 - a. The Commission generally supported flexibility in how close to a property line a below grade structure could be located, provided the Commission is the reviewing body for below grade setback encroachments.

Revised proposed amendments are included in this staff report as attachment A. Regarding item #1, the proposed amendments previously included an amendment to 17.96.030.A which would have given staff the discretion to review and approve below grade encroachments into setbacks. The proposed amendments no longer include. By default and as stated in 17.96.030.B, anything subject to Design Review that the Administrator has not been given explicit approval authority over is subject to the Commission’s review and approval.

ADDITIONAL MATERIALS FROM APPLICANT

Regarding item #2, egress windows/egress wells, applicant Michael Blash provided two photos of a project where a below grade egress opening had a safety grate covering the opening at grade. The photos are included as attachment C for the Commission’s review and consideration of permitting egress openings to be located in required setbacks.

PUBLIC COMMENT

At the time of publication of this staff report no written public comments have been received. Any written public comments received after publication will be distributed to the Commission and included in the record.

CITY DEPARTMENT COMMENTS

Table 1. Comments from City Departments

City Department Comments			
Compliant			Standards and Staff Comments
Yes	No	N/A	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: <ul style="list-style-type: none"> <i>The proposed text amendment does not conflict with the Fire Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: <ul style="list-style-type: none"> <i>No concern at this time, provided it is clear that below grade structures are not permitted to encroach into utility easements.</i> <i>Supports an Administrative Design Review f or below grade encroachments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <ul style="list-style-type: none"> <i>No concern at this time; Building Code addresses issues such as fire wall separation, light and ventilation requirements for habitable space and egress/rescue openings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <ul style="list-style-type: none"> <i>Comments are denoted throughout the staff report.</i>

COMPREHENSIVE PLAN ANALYSIS

The Comprehensive Plan analysis contained in the March 12, 2018 staff report has not changed but is copied below for reference.

Table 2. Comprehensive Plan Analysis

2014 Comprehensive Plan Goals and Policy Analysis		
Goal/Policy and Page	Analysis of Amendment Request	Consistent with Comp Plan: Yes/No
Goal CD-1: Our community will preserve its small-town character and	Below grade structures will not impact the image and character of the above grade built environment.	Yes

the distinct image of neighborhoods and districts.		
Goal CD-2: Protect and enhance views of the surrounding mountains and natural features.	Below grade structures will not impact the views of surrounding mountains and natural features.	Yes
Goal LU-2 Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.	Infill and redevelopment is inherently challenging because it requires the new development to respond to the existing conditions on adjacent lots and in the vicinity. Permitting below grade structures to encroach into setbacks allows for flexibility and creativity that could aid infill and redevelopment.	Yes
Policy LU-2.2 Compatible Residential Infill	Allowing below grade structures to encroach into setbacks could support compatible residential infill because allowing additional square footage below grade could relieve pressure on small lots for above grade bulk and scale. Below grade setback encroachment could also facilitate residential infill by making more lot area available for underground parking; Leadville at Onyx is a project that would have benefitted from this text amendment.	Yes
Policy HI 4.3 Innovative Community Practices	This Comprehensive Plan policy references collaborating with other organizations to create and model best practices; staff extends the idea of innovative community practices to zoning code regulations that are tailored to providing solutions to local challenges.	Yes
Policy NR4.3 Riparian Resource Protection	As proposed by the applicant there would be no prohibition of below grade encroachment into riparian zones. For this reason staff does not recommend approval of the text amendment as proposed by the applicant verbatim.	No

STAFF RECOMMENDATION

Staff recommends forwarding the text amendments described in this staff report to City Council as presented with a recommendation of approval.

OPTIONAL MOTIONS

1. "I MOVE TO RECOMMEND APPROVAL OF THE TEXT AMENDMENTS TO KETCHUM MUNICIPAL CODE SECTIONS 17.96, 17.08.020, 17.88.050.E, 17.104.070.A, AND 17.128.020 REGARDING ENCROACHMENTS OF BELOW GRADE STRUCTURES INTO REQUIRED SETBACKS TO CITY COUNCIL AS PRESENTED IN THE STAFF REPORT, FINDING THE PROPOSED AMENDMENTS CONSISTENT WITH THE COMPREHENSIVE PLAN."

ATTACHMENTS

- A. Proposed text amendments revised for May 14, 2018 meeting
- B. Text amendments proposed for April 9, 2018 meeting
- C. Egress photo examples from applicant Michael Blash
- D. March 12, 2018 staff report

Attachment A.

Proposed text amendments revised for May 14, 2018 meeting

Proposed Text Amendments
Revised 05-14-2018 meeting

Note: Text that is underlined is new text that is proposed to be added. Text that is ~~stricken~~ is text that is proposed to be removed.

17.08.020, Terms Defined

SETBACK: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or below grade building or structure; ~~below grade structures may encroach into required setbacks subject to Section 17.128.020.K.~~

Section 17.128.020, Supplementary Yard Regulations

K. Encroachments of below grade structures into required setbacks are permitted provided all of the following standards are met:

1. Proposed encroachments shall receive Design Review approval from the Planning and Zoning Commission; and
2. Below grade encroachments into the riparian setback are not permitted; and
3. Construction activity shall not occur on adjacent properties; and
3. Encroachment of below grade structures into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes such as adopted International Code Council codes, or other site features concerning health, safety, and welfare; and
3. Egress openings required by adopted International Code Council codes shall not encroach in required setbacks; and
4. Below grade encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and
5. The ground above below grade encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by the municipal code.
 - a. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and
6. Below grade encroachments into required setbacks shall not interfere with drainage.
 - a. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.

Commented [BS1]: Addresses directive #1

Commented [BS2]: Addresses directive #4

Commented [BS3]: Addresses directive #2

Commented [BS4]: Addresses directive #3

17.96, Design Review, Section 17.96.010, Applicability

A. Design Review: Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Nonresidential use.
2. Public or semipublic use.
3. Multi-family dwellings, including attached and detached townhomes.
4. Mixed use.
5. Any structure with an original construction date of 1940 or earlier.
6. Any encroachment of a below grade structure in a required setback.

17.96, Design Review, Section 17.96.030, Improvements and Standards

K. Underground Encroachments:

1. Encroachments of below grade structures into required setbacks are subject to Section 17.128.020.K and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes such as adopted International Code Council codes, or other site features concerning health, safety, and welfare.

2. No below grade structure shall be permitted to encroach into the riparian setback.

17.88, Floodplain Management Overlay, Section 17.88.050.E, Criteria for Evaluation of Applications

E. Criteria For Evaluation Of Applications: The criteria of floodplain development permit applications, waterways design review applications, and stream alteration permit applications shall be as follows:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.
2. Preservation or enhancement of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty five foot (25') setback or riparian zone. No construction activities, encroachment or other disturbance into the twenty five foot (25') riparian zone, including encroachment of below grade structures, shall be allowed at any time without written City approval per the terms of this chapter.

17.104, Mountain Overlay Zoning District, Section 17.104.070.A, Criteria and Standards

16. Encroachments of below grade structures into required setbacks are subject to Section 17.128.020.K and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes such as adopted International Code Council codes, or other site features concerning health, safety, and welfare.

Attachment B.

Text amendments proposed for April 9, 2018 meeting

Proposed Text Amendments

Note: Text that is underlined is new text that is proposed to be added. Text that is ~~stricken~~ is text that is proposed to be removed.

17.08.020, Terms Defined

SETBACK: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade building or structure; below grade structures may encroach into required setbacks subject to Section 17.128.020.K.

17.96, Design Review, Section 17.96.010, Applicability

A. Design Review: Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Nonresidential use.
2. Public or semipublic use.
3. Multi-family dwellings, including attached and detached townhomes.
4. Mixed use.
5. Any structure with an original construction date of 1940 or earlier.
6. Any encroachment of a below grade structure in a required setback.

17.96, Design Review, Section 17.96.030, Authority of the Administrator and the Commission

A. Authority Of The Administrator:

1. The Administrator is authorized to approve the following exterior modifications and projects, provided they do not conflict with the provisions and requirements of this chapter:
 - a. Minor modifications to projects that have received design review approval by the commission for the duration of a valid design review approval.
 - b. Multi-family residential projects, not located in the Community Core District, with four (4) or less units.
 - c. Changes to exterior finishes including, but not limited to, siding and materials.
 - d. Changes to existing windows or doors.
 - e. Additions of windows or doors.
 - f. Additions under one thousand two hundred (1,200) square feet.
 - g. Accessory structures, including accessory dwelling units.
 - h. Master signage plans.
 - i. Any project located on property that includes mapped floodplain areas or includes areas within the riparian setback.
 - j. Encroachments of below grade structures into required setbacks for projects that do not otherwise require Mountain Overlay or Floodplain Development review before the Commission.
2. The Administrator shall review all design review requests and determine whether a project can be approved by the Administrator or by the commission.
3. The Administrator shall determine what application materials and fees are required to approve exterior modifications as described in section 17.96.040 of this chapter.

17.96, Design Review, Section 17.96.030, Improvements and Standards

K. Underground Encroachments:

1. Encroachments of below grade structures into required setbacks are subject to Section 17.128.020.K and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes

such as adopted International Code Council codes, or other site features concerning health, safety, and welfare.

2. No below grade structure shall be permitted to encroach into the riparian setback.

17.88, Floodplain Management Overlay, Section 17.88.050.E, Criteria for Evaluation of Applications

E. Criteria For Evaluation Of Applications: The criteria of floodplain development permit applications, waterways design review applications, and stream alteration permit applications shall be as follows:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.
2. Preservation or enhancement of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty five foot (25') setback or riparian zone. No construction activities, encroachment or other disturbance into the twenty five foot (25') riparian zone, including encroachment of below grade structures, shall be allowed at any time without written City approval per the terms of this chapter.

17.104, Mountain Overlay Zoning District, Section 17.104.070.A, Criteria and Standards

16. Encroachments of below grade structures into required setbacks are subject to Section 17.128.020.K and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes such as adopted International Code Council codes, or other site features concerning health, safety, and welfare.

Section 17.128.020, Supplementary Yard Regulations

K. Encroachments of below grade structures into required setbacks are permitted provided:

1. Below grade encroachments into the riparian setback are not permitted;
2. Encroachment of below grade structures into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of the Municipal Code or other regulating codes such as adopted International Code Council codes, or other site features concerning health, safety, and welfare;
3. Unless otherwise permitted by the zoning code, below grade structures shall maintain a below grade setback of 3' from the property line as measured along a straight line and at a right angle to such lot line and the nearest point of the below grade structure;
4. Egress openings required by adopted International Code Council codes may encroach in required setbacks however such openings shall be the minimum necessary as specified by code and are subject to 17.128.020.K.3;
4. Below grade encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest;
5. Unless otherwise permitted by the zoning code, below grade structures shall maintain a below grade setback of 3' from the property line as measured along a straight line and at a right angle to such lot line and the nearest point of the below grade structure;
6. The ground above below grade encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by the municipal code.
 - a. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation; and
7. Below grade encroachments into required setbacks shall not interfere with drainage.
 - a. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.

Commented [BS1]: 17.128.020.K.3. This caveat accounts for below grade structures in the Community Core and Light Industrial districts, which have 0' setbacks on interior sides and at the rear.

Commented [BS2]: 17.128.020.K.4 This is consistent with the definition of building height and is intended to prevent fill being brought to a site in order to construct a below grade structure.

This also ensures that the below grade structure will remain entirely below grade and will prevent a below grade structure from projecting 30" above grade with a proposal for a 30" projection to be considered a deck.

Commented [BS3]: 17.128.020.K.5. This caveat accounts for below grade structures in the Community Core and Light Industrial districts, which have 0' setbacks on interior sides and at the rear.

Commented [BS4]: 17.128.020.K.6 This language is broad but allows the soil depth covering a below grade structure to be dependent on the plant material required in the area. For example, if a landscape buffer is required, soil depth to accommodate tree roots will be necessary. If the below grade structure is located below lawn soil depth sufficient only to accommodate grass will be necessary.

Attachment C.

Egress photo examples from applicant Michael Blash





Attachment D.

March 12, 2018 staff report



City of Ketchum
Planning & Building

March 12, 2018

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION

PROJECT: Setback definition text amendment

FILE NUMBER: #P18-006

APPLICANT: Jonathan and Rebecca Neeley

REPRESENTATIVE: Michael Blash, AIA

REQUEST: Applicant-initiated text amendments to amend Title 17 of the Ketchum Municipal Code by amending Section 17.08.020, Terms Defined, by removing the phrase "or below grade" from the definition of the term Setback.

NOTICE: Notice appeared in the Idaho Mountain Express, was mailed to outside agencies, and was posted in three (3) public locations on February 14, 2018.

PUBLIC HEARING: Planning and Zoning Commission
- March 12, 2018

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS: A. Applicant submittals (application, narrative, example projects)
B. Setback survey analysis
C. Planning and Zoning Commission meeting minutes, July 30, 2012

INTRODUCTION

The applicant is requesting to amend the definition of the term “setback” found in Ketchum Municipal Code, Title 17, Zoning, Section 17.08.020, Terms Defined. The applicant owns a parcel of land zoned Limited Residential (LR) that contains a single-family house and a detached garage/Accessory Dwelling Unit (ADU). The primary residence was built in 1999. In 2005 the applicant received approval to build the garage/ADU and an additional 940 square foot garage which was proposed to be built into the hillside. The rear of the garage that was proposed to be built into the hillside would have been below grade and would have encroached into the setback. At the time the zoning code did not require that setbacks apply to below grade structures and the hillside garage was approved.

The applicant decided to build the garage/ADU in 2005 and but did not build the hillside garage at that time. The applicant would like to build the hillside garage now but in 2013 the zoning code was amended to require setbacks to apply to both above grade and below grade structures. The applicant is requesting to amend the definition of the term “Setback” to no longer apply to below grade structures so that the garage, as designed and approved in 2005, can be constructed.

PROPOSED TEXT AMENDMENTS

Existing definition:

SETBACK: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or below grade building or structure.

Proposed definition:

SETBACK: The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade ~~or below grade~~ building or structure.

HISTORY

The City’s regulation of setbacks evolved from the terminology and regulation of yards – side, front, and rear – to the regulation of how far a building was set-back from a front, side, or rear property line.

It was not until September 2013 that a formal definition of the term “setback” was added to the zoning code, via city-initiated Ordinance 1110. According to the staff reports accompanying the ordinance, the purpose of Ordinance 1110 was routine code “clean up” to reconcile inconsistencies, unclear, or missing language. Included in the ordinance were the addition of definitions for terms used in the code that were not already defined; “setback” was one such definition.

Leading up to the public hearings for the ordinance, the Commission held a workshop on zoning code amendments on July 30, 2012; the following discussion on setbacks is reflected in the meeting minutes:

- Setbacks are meant to provide space between properties. Things that can go in a setback must be defined very well.
- Decks at or below 30” above grade are not considered a structure. Do seating areas that are above the floor of a deck make the deck a structure?
- The Commission asked whether decks above 30” in height should be considered in the lot coverage calculation.

The minutes reflect that the Commission discussed a definition for “setback” and agreed upon the definition that was adopted via Ordinance 110, which is the definition currently in effect. There was no discussion in the minutes reflecting rationale for applying setbacks to below grade structures. (**Attachment C, July 30, 2012 meeting minutes**)

The Planning and Building Department does not have a database of approved projects that permitted below grade structures to encroach into setbacks. The applicant’s representative, Michael Blash, AIA, submitted two additional projects he was involved with where the city approved below grade setback encroachments; one structure, a single-family home was constructed and another structure, a mixed-use residential/office building, was approved but not constructed (**Attachment A, Applicant Submittals**).

Table 1. Comments from City Departments

City Department Comments			
Compliant			Standards and Staff Comments
Yes	No	N/A	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: <ul style="list-style-type: none"> <i>The proposed text amendment does not conflict with the Fire Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: <ul style="list-style-type: none"> <i>No concern at this time, provided it is clear that below grade structures are not permitted to encroach into utility easements.</i> <i>Supports an Administrative Design Review for below grade encroachments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <ul style="list-style-type: none"> <i>No concern at this time; Building Code addresses issues such as fire wall separation, light and ventilation requirements for habitable space and egress/rescue openings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <ul style="list-style-type: none"> <i>Comments are denoted throughout the staff report.</i>

STAFF ANALYSIS

Setbacks are required primarily to ensure adequate separation of buildings and usable open space between structures relative to the desired character and visual density in a given zoning district. For example, commercial and light industrial zoning districts in Ketchum have smaller setbacks than residential areas, and some residential areas have larger setbacks than others. Setbacks also exist to protect sensitive ecological areas, such as riparian zones, and to facilitate public safety, such as greater setbacks from highways than local streets, and greater setbacks on corner lots to protect motorists’ lines of sight.

Cities and counties across the nation take different approaches to regulating the location of below grade structures and the distance below grade structures may be located from property lines. The City of Los Angeles, CA does not require a setback for below grade structures – whether the structure is a basement, parking garage, root cellar, attached to an above grade structure or completely detached. The draft Land Development Code for the City of Cincinnati, OH does not apply above grade setbacks to below ground structures either. The cities of Burlingame, Dana Point, and Carmel by the Sea in California all permit below

grade parking structures to encroach, to some degree and subject to conditions, into the setbacks required for above grade structures. Aspen, Colorado, Jackson, WY, and Boise, ID all require below grade structures to adhere to the same setbacks as above grade structures. **(Attachment B, Setback Analysis Survey)**

In addition to setbacks, dimensional standards such as building coverage, floor area ratio, and building height control the density, scale, and bulk of development. The number of dwelling units permitted on a lot also aids in achieving the density a community desires in a given zoning district. In most of Ketchum’s residential zones the permitted building coverage ranges from 25 – 35%; in the Light Industrial zones up to 75% building coverage of a lot is permitted. In most of Ketchum’s residential zones one single family home and one Accessory Dwelling Unit are permitted on a lot while in the Community Core or the Tourist zone there is no defined upper limit to the number of residential apartments or condominiums that can be built.

If there are no zoning regulations controlling setbacks of below grade structures theoretically a 9,000 square foot residential lot could have an above grade residence and a 9,000 square foot basement and a 1-acre residential lot could have an above grade residence and a 1-acre basement (provided Building Code and Fire Code regulations are met). On a lot adjacent to a river, if the river channel is deep and the floodplain does not extend beyond the river channel, a below grade structure would be permitted to encroach into the riparian zone. While these examples are extreme and may be alarming, it’s important to note that on a 1-acre lot zoned LR-1, since the front, rear, and side setbacks are 15’, 20’ and 10’ respectively the current regulations permit a lot of that size to have a 30,000 square foot basement.

With this in mind the Commission should consider the intent and purpose of prohibiting below grade structures from encroaching into setbacks – do the regulations exist for the sake of ease of permitting, uniformity of above and below grade regulation, to control density, to prevent conflict with sensitive areas or infrastructure? – and does the regulation achieve the intended purposes in a way that another type or review, or an amended regulation, cannot.

In the next section analysis regarding the applicant’s proposed amendment, alternatives to consider, and implications are detailed.

TEXT AMENDMENT OPTIONS AND IMPLICATIONS

Because the text amendment proposed by the applicant is a change to a definition, if the text amendment is approved and adopted all future proposed developments, in all zoning districts, would be subject to the new definition.

The table below contains an analysis of the implications of approving the text amendment as proposed by the applicant and analysis of alternatives to the applicant’s proposal, all of which would allow the applicant’s project to move forward.

Table 2. Text Amendment Options and Implications

Option	Description	Implication
1.	Approve text amendment as proposed by the applicant	There would be no zoning code regulation of location, size, or scale of below grade development. <ul style="list-style-type: none"> • Below grade encroachment into the Riparian Zone would be permitted. • 100% of any lot, in any zone, could be developed with below

		<p>grade habitable or non-habitable space. Nearly 100% above grade (and thereby below grade) lot coverage is permitted in the Community Core, subdistrict A, but all other zones – particularly the residential zones – have larger setback requirements.</p> <ul style="list-style-type: none"> • Could result in disorderly development – excavation around below grade structure could occur at a later date, no city process (such as Design Review) in place to prevent this for some uses (example: residential single family). • If a below grade addition were made, it is possible that an easement, plat note restriction, or other limitation could be missed by the architect or engineer preparing the site plan since the magnitude of development is less than the initial construction of a new building.
2.	Deny proposed amendment	Status quo, below grade structures would continue to be subject to setback requirements.
3.	Allow by-right encroachment for some uses, such as parking, but not others, such as living space	<ul style="list-style-type: none"> • Below grade development impacts would be limited in scope, since a reduced number of potential below grade setback encroachments would be permitted. • Issues identified in Option 1 would remain relevant.
4.	Allow encroachment subject to Administrative Design Review	<ul style="list-style-type: none"> • There would be an additional layer of review, beyond standard site plan review that occurs with building permit review, for structures that do not otherwise receive Design Review. This would allow focused and intentional site-specific discussion of the implications of a below grade structure with relation to setbacks and any other site characteristics. • Design Review as it exists in the zoning code is focused on the character of Ketchum – implicitly, above grade structures. The Design Review chapter does however intend to ensure “orderly development,” therefore, staff feels review of below grade structures could be enveloped in the Design Review chapter. • If a proposed project with below grade setback encroachments is already receiving Design Review, Mountain Overlay or Floodplain then Administrative Design Review to address below grade setbacks would not be required.
5.	<p>Allow encroachment subject to a standard set of restrictions</p> <ul style="list-style-type: none"> • Example: Encroachment into setbacks permitted, provided setback from property line is the greater of 3’ or the minimum permitted in the zone for above grade structures 	Broad brush regulations may prevent some conflicts that could arise with below grade structures located in the setback but cannot address unforeseen site-specific circumstances.

1., 3., 4., 5.	A consideration options 1, 3, 4, and 5 have in common is egress required by building code and the design of egress/rescue openings as it relates to below grade structures. For example, a basement with a bedroom is required to have a rescue opening and a common design solution is a window well. If below grade encroachment is permitted in a setback but a visible egress opening is required by building code the zoning code should permit this egress but specify that the egress shall be the minimum size necessary to meet Building Code,
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COMPREHENSIVE PLAN ANALYSIS

Table 3. Comprehensive Plan Analysis

2014 Comprehensive Plan Goals and Policy Analysis		
Goal/Policy and Page	Analysis of Amendment Request	Consistent with Comp Plan: Yes/No
Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.	Below grade structures will not impact the image and character of the above grade built environment.	Yes
Goal CD-2: Protect and enhance views of the surrounding mountains and natural features.	Below grade structures will not impact the views of surrounding mountains and natural features.	Yes
Goal LU-2 Support infill and redevelopment in the downtown, major activity areas and specific areas that can take advantage of proximity to services and transportation.	Infill and redevelopment is inherently challenging because it requires the new development to respond to the existing conditions on adjacent lots and in the vicinity. Permitting below grade structures to encroach into setbacks allows for flexibility and creativity that could aid infill and redevelopment.	Yes
Policy LU-2.2 Compatible Residential Infill	<p>Allowing below grade structures to encroach into setbacks could support compatible residential infill because allowing additional square footage below grade could relieve pressure on small lots for above grade bulk and scale.</p> <p>Below grade setback encroachment could also facilitate residential infill by making more lot area available for underground parking; Leadville at Onyx is a project that would have benefitted from this text amendment.</p>	Yes
Policy HI 4.3 Innovative Community Practices	This Comprehensive Plan policy references collaborating with other organizations to create and model best practices; staff extends the idea of innovative community practices to zoning code regulations that are tailored to providing solutions to local challenges.	Yes

Policy NR4.3 Riparian Resource Protection	As proposed by the applicant there would be no prohibition of below grade encroachment into riparian zones. For this reason staff does not recommend approval of the text amendment as proposed by the applicant verbatim.	No
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STAFF RECOMMENDATION

Based on the staff report, the applicant’s presentation and public comment, the Planning and Zoning Commission should do one of the following:

1. Recommend approval of the text amendment as proposed by the applicant
2. Recommend denial of the text amendment as proposed by the applicant
3. Recommend an alternative to the text amendment proposed by staff
4. Recommend an alternative to the text amendment generated by the Commission
5. Continue the hearing to a date certain in order to receive additional information to make a decision

Staff recommends proceeding with an alternative proposed by staff, Option #4 found in Table 2, which would permit below grade encroachments subject to Administrative Design Review. An amendment to permit egress openings in setbacks would also be required.

In order to proceed with Option #4, the following sections of the zoning code must be amended:

- Section 17.08.020, Terms Defined
- Chapter 17.96, Design Review
- Section 17.128.020, Supplementary Yard Regulations

OPTIONAL MOTIONS

1. “I MOVE TO DIRECT STAFF TO NOTICE A PUBLIC HEARING ON APRIL 9, 2018 TO CONSIDER AMENDMENTS TO TITLE 17 OF THE KETCHUM MUNICIPAL CODE, SECTION 17.08.020, TERMS DEFINED, CHAPTER 17.96, DESIGN REVIEW, AND SECTION 17.128.020, SUPPLEMENTARY YARD SETBACKS IN ORDER TO PERMIT BELOW GRADE STRUCTURES TO BE LOCATED WITHIN SETBACKS.”

2. “I MOVE TO RECOMMEND APPROVAL OF THE TEXT AMENDMENT APPLICATION BY JONATHAN AND REBECCA NEELEY FOR AMENDMENTS TO TITLE 17 OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.08.020, TERMS DEFINED TO AMEND THE DEFINITION OF THE TERM SETBACK AS PROPOSED BY THE APPLICANT.

3. “I MOVE TO DENY THE TEXT AMENDMENT APPLICATION BY JONATHAN AND REBECCA NEELEY TO TITLE 17, ZONING CODE, SECTION 17.08.020, TERMS DEFINED, FINDING THE APPLICATION IS NOT IN COMPLIANCE WITH THE COMPREHENSIVE PLAN AND THE FOLLOWING REASONS: _____ (Commission to insert reasons for denial).”

4. “I MOVE TO CONTINUE THE PUBLIC HEARING ON THE APPLICATION FROM JONATHAN AND REBECCA NEELEY TO A DATE CERTAIN _____.”

ATTACHMENTS

- A. Applicant submittals (application, narrative, example projects)
- B. Setback survey analysis
- C. Planning and Zoning Commission meeting minutes, July 30, 2012

Attachment A

Applicant submittals



City of Ketchum
Planning & Building

CERTIFIED COMPLETE
1-29-18
MP

OFFICIAL USE ONLY
P18-006
1-26-18
MP
\$1925.00

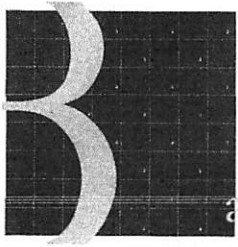
Application for Amendment to Zoning Code Title 17 or Subdivision Code Title 16

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: JONATHAN AND REBECCA NEELY
Mailing Address: P.O. 4938 KETCHUM IDAHO 83340
Phone: 208-725-2151
Representative: MICHAEL BLASK
Phone: 208 720-3597
Mailing Address: 100 SUN VALEY RD UNIT 2523
AMENDMENT
Section of code to be amended: DEFINITIONS
Please describe the proposed change or amended language (attach separate sheet if necessary): REMOVE OR BELOW GRADE FROM SETBACK DEFINITION
ADDITIONAL INFORMATION
Please describe any additional information, if necessary: UNDERGROUND STRUCTURES IN SETBACK BELOW EXISTING GRADE WERE ALLOWED PRIOR TO 2013 DEFINITION RE-WRITE
APPLICATION REQUIREMENTS
Applications should include the following: a) Narrative describing zoning amendment b) Description of how the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance support the proposed change c) Proposed ordinance language showing all revisions suggested

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.

Michael Blask 1.25.2018
 Applicant Signature Date



architects

Architecture | Planning | Graphics

JOB NBEELBY
JOB # 002.2018
DATE 1.25.2018
FILE CotK. App for
text change

NARRATIVE:

CLIENT WOULD LIKE TO BUILD A GARAGE FOR CAR STORAGE AND MAINTENANCE, THIS PROJECT WAS APPROVED IN 2004 ALONG WITH UNDERGROUND ADU IN LOWER PORTION OF LOT. ADU HAD BEDROOM EMBEDDED IN SETBACK.

THE ADU WAS BUILT, GARAGE WAS NOT, NOW THE CLIENT NEEDS SPURTER AND CAR STORAGE AND WOULD LIKE TO BUILD, BUT DUE TO 2013 SETBACK DEFINITION CHANGE TO BELOW GRADE WE HAVE TO ASK FOR TEXT AMENDMENT.

I HAVE ATTACHED EXAMPLES OF PREVIOUSLY BUILT OR PASSED PROJECTS WITH PARKING OR LIVING SPACE BELOW GRADE.

THANK YOU
MICHAEL BLASH



UNDER ROOM
BEDROOM



Alpine Ln
Ketchikan, Idaho
Google, Inc.
Street View - Jul 2008

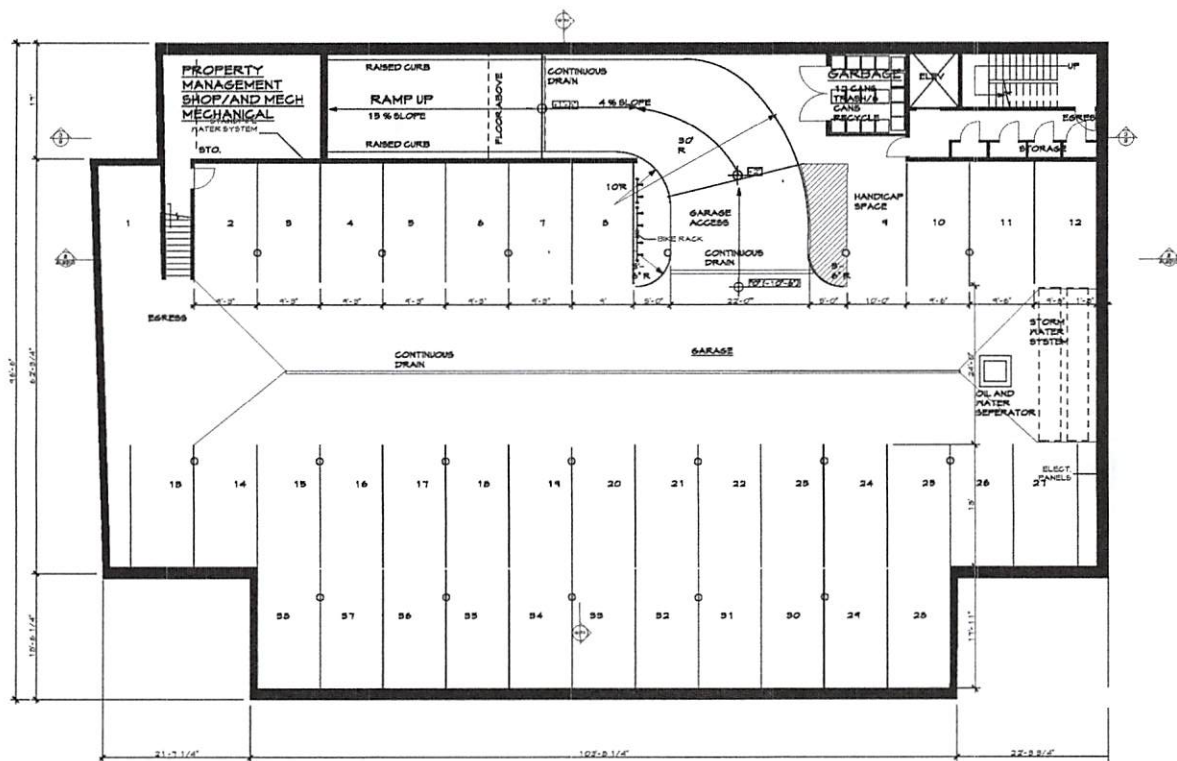


UNDERGROUND
PLAY/FAMILY RM

Google

Attachment C

Planning and Zoning Commission meeting minutes, July 30, 2012



PARKING GARAGE

10,680 - GARAGE SQUARE FOOTAGE

SCALE: 1/8" = 1'-0"



MICHAEL BLASH AND ASSOCIATES
 ARCHITECTURAL GRAPHICS
 PH: 208-724-1414
 180 WEST 7TH STREET
 POST OFFICE BOX 2523
 KETCHIKAN, ID 83340
 www.michaelblash.com

Bell Drive Industrial Building

600 Bell Drive, LOT 6-B Industrial Park, Sub.(Amended)

DATE	
REVISED	MB
CHANGED BY	MB

REVISIONS

DATE	10-24-2007
BY	
REASON	
REVISED	
CHANGED BY	
DATE	
BY	
REASON	
REVISED	
CHANGED BY	
DATE	

Jurisdiction	Zoning code regulations regarding setbacks and below grade structures
Aspen, CO	Setback. An area commencing and extending horizontally and vertically from a lot line, property line or other boundary which shall be unoccupied and unobstructed from the ground upward, excepting trees, vegetation and/or fences or other structures or projections as allowed. (See Supplementary Regulations — Section 26.575.040, Yards).
Jackson, WY	A setback is a measure of the shortest horizontal distance between a physical development or use and the feature from which it is being set back.
Boise, ID	Staff interpretation is that below grade structures must adhere to the same setbacks as above grade structures unless a variance is granted; window wells for basement egress may encroach 3' into required setbacks.
Los Angeles, CA	<p>7. Substructure Projections into Required Yards and Passageways in any zone provided:</p> <p>a. Portions of a basement which are located in the required yard do not extend more than 18 inches above existing or finished grade*, whichever is lower.</p> <p>* "Finished grade" used for this measurement excludes the following:</p> <p>i. A driveway with direct access to a basement garage, if it is not more than 10 feet below the existing grade, and is not more than 20 feet wide, and the garage entrance for that driveway is not within the required front yard;</p> <p>ii. A stairwell leading to a basement, if it is not more than 4 feet wide.</p> <p>b. For Building Lines, the basement structure must be entirely below the existing or finished grade of a lot whichever is lower.</p> <p>c. Basement portions located in the required yards, including their supporting members, are of Type I construction.</p> <p>d. Section 12.21 C 2 (e) requires a passageway to be open and unobstructed from the ground to the sky. This section shall be interpreted to permit a basement to be located in the passageway, provided the full passageway width is maintained above the basement at the level of travel to the units served by the passageway.</p> <p>The area above substructure projections in required yards may be utilized for raised planters, walkways, fences, etc. provided the substructure complies with the requirements outlined above and the improvements above the substructure comply with all other municipal code requirements. The height of such improvements shall be measured from the natural ground level adjacent thereto.</p>
Cincinnati, OH	Structures or portions of structures that are entirely underground are not included in measuring required [setback] distances. <i>(excerpt from draft Land Development Code currently under review)</i>
Bellevue, WA	<p>An underground building is exempt from setbacks provided:</p> <ul style="list-style-type: none"> • No part of the intrusion is higher than 30" above existing or finished grade, whichever is greater, measured at any point. Areas necessary for reasonable access to the building are exempt. • The rooftop of the building is properly screened from view or is landscaped. • The building does not intrude into a setback required by LUC 20.25H.090.
Victor, ID	Structures below and covered by the ground may encroach into a required setback, provided that such encroachment is at least 2 feet from the vertical plane of any lot line.
Carmel by the Sea, CA	Underground parking garages may be constructed within required setbacks if significant trees will not be removed or injured and the setback can still be effectively landscaped. Underground garage designs should provide sufficient room around the perimeter to accommodate existing and new tree root systems.
Dana Point, CA	(g) Parking Structure Setbacks. The setbacks for the exterior walls of any underground or subterranean parking structure shall not encroach into the minimum above grade building setbacks unless approved through the Site Development Permit process pursuant to Chapter 9.71. In no case may the setback for an underground or subterranean parking structure be less than three (3) feet.
Burlingame, CA	Garages may be constructed entirely below ground level and such underground garages may project into any required yard or building setback area, subject to the following limitations:

- | | |
|--|---|
| | <p>(a) Plans for such underground garages, together with methods of access and egress for the vehicles, must be prepared and submitted for approval by the planning commission prior to issuance of a building permit;</p> <p>(b) The surface of the structure lying within a required yard or setback area shall be suitably landscaped in keeping with the general character of the surrounding neighborhood;</p> <p>(c) Plans for such landscaping and use of open space must be included in the submitted plans and must be approved by the planning commission;</p> <p>(d) The uppermost portion of any structure or attachment thereto within any required yard or setback area shall not extend above natural grade;</p> |
|--|---|

Attachment B

Setback Analysis Survey



CITY OF KETCHUM
SPECIAL PLANNING AND ZONING COMMISSION MEETING
July 30, 2012, 5:30 p.m.
Ketchum City Hall Meeting Room, Ketchum, Idaho

Present: Co-Chairman Deborah Burns
Co-Chairman Richard Fabiano
Commissioner Mike Doty

Absent: Commissioner Steve Cook
Commissioner Jeff Lamoureux

Also Present: Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Planning Manager Joyce Allgaier
Ketchum Associate Planner Rebecca Bundy
Ketchum Recording Secretary Sunny Grant

Co-Chairman Deborah Burns opened the Regular Planning & Zoning Commission meeting at 5:30 p.m.

1. PUBLIC COMMENT ON ISSUES NOT ON THE AGENDA

There was no public comment at this time.

2. Discussion of Planning Commission Goals for Fiscal Year 2012/13

P&Z Commissioners (P&Z) discussed:

- The P&Z would like to be doing more planning and not just zoning. They would like to explore planning ideas, such as:
 - Explore gondola or other shuttle into town to improve Ketchum's pedestrian experience.
 - Roundabout at Reinheimer Ranch entrance to Ketchum.
- The P&Z has had very short agendas for months. Commissioners have time to update and improve Code if Planning staff had more time to do the work. Ideas include:
 - Solar rules and regulations.
 - Form-based Code and Master Plan.
 - Definitions.
 - Make time to do a think tank.
 - Is the Commercial Core boundary correct?
- Additional staff needed, even seasonal part-time, to do more things P&Z wants to accomplish, including:
 - Improved Code enforcement, including nuisances.
 - Sign enforcement, including Realtor signs.
- Increased communication between Mayor, City Council and other City staff.
- Increased communication between Ketchum and Sun Valley Resort. Sun Valley Resort staff, especially the Concierge, should get updates on what's happening and what's available in Ketchum.
 - Expanding shoulder seasons is good for both Ketchum and Sun Valley.
- Improved ground shuttle service is very important component of Fly Sun Valley Alliance's 1% LOT initiative.

3. Discussion of Proposed Code Amendments

Planning Staff and the Commission held a workshop to discuss Staff proposed code amendments. Staff has kept a running list, now three pages long, of needed code amendments, which was included in the Commission's packets. These amendments include:

- Adding a Sustainability section.
- Municipal Code street specifications conflict with Downtown Master Plan and Land Use Code.
- Transfer of Development Rights (TDR) is a big section of Code that has been struck down by the State Supreme Court.

- Definition of structure. Play structures needs definition.

The first item Staff addressed with the Commission was elimination of the section on TDR, since that section of the code is no longer valid. The Commission agreed that it was confusing to leave it in and, subject to approval of the City Attorney; it should be eliminated from the code.

Secondly, Section 17.32.010.H.2.c was discussed. That section has language that conflicts with earlier text in the same chapter of the code. Staff has researched how that text conflict came about and has determined that Section c is a remnant of an earlier text revision that should have been deleted with the adoption of Ordinance #1026 in 2007. The Commission agreed that deletion of Section 17.32.010.H.2.c was appropriate.

Finally, Staff reviewed the following definitions that are missing or unclear in the zoning code. In order to work through some of the proposed code amendments on the list, terms need to have definitions. The following terms were discussed:

Setback – the Commission made the following observations:

- Setbacks are meant to provide space between properties. Things that can go in a setback must be defined very well.
- Decks at or below 30" above grade are not considered a structure. Do seating areas that are above the floor of a deck make the deck a structure?
- The Commission asked whether decks above 30" in height should be considered in the lot coverage calculation.

The Commission agreed upon the definition as follows:

Setback. *The minimum horizontal distance between a specified lot line (front, side, rear), measured along a straight line and at a right angle to such lot line, and the nearest point of an above grade or below grade building or structure.*

Kitchen - the Commission made the following observations:

- A dwelling unit is defined as a place with one kitchen.
- What constitutes a kitchen? A residence with an extra kitchen is considered more than one living unit.
- Define a catering kitchen as a service kitchen.
- Definitions for stove, oven, cooktop, built-in, etc. and if they constitute a kitchen.

The Commission agreed upon the definition as follows:

Kitchen. *A room or other portion of a structure intended for cooking, that contains at least a sink, refrigerator and cooking facilities, which include a range, oven and/or built-in countertop burners.*

The Commission also directed Staff to look into expanding the definition to include a catering kitchen.

Deck - The Commission agreed upon the definition as follows

Deck. *A structure consisting of a roofless exterior floor system supported by an adjacent structure and/or posts, piers or other independent supports.*

Terrace/Patio - the Commission made the following observations:

- A terrace is at grade.
- Are a patio and a terrace the same thing?
- Can a terrace extend to the property line?

- Building height is based on original (natural) grade. Where is the measurement taken from for terraces, decks, fences, etc? A terrace could be put in after landscaping and not be at natural grade. Commissioner Doty said a terrace that is higher than 30" above natural grade becomes a structure and can't be located within the setback.

The Commission agreed upon the definition as follows:

Terrace (Patio). *An open, roofless area, usually finished with paving or stone, at grade, adjacent to a building and serving as an outdoor living area.*

Porch vs Stoop - the Commission made the following observations:

- One definition is "A small stairway and landing platform leading to the entrance and/or secondary entrance of the building."
- Is a stoop an architectural element?

The Commission agreed upon the definition as follows:

Stoop. *A small stairway and landing platform leading to an entrance to a building.*

Bed and Breakfast - the Commission made the following observations:

- Define Bed and Breakfasts and Hostels, and zones where they are permissible. Bed and breakfasts could be a conditional use in the T and GRH zones.
- Is "Compatible with the neighborhood" a useful condition?

The Commission agreed upon the definition as follows:

Bed and Breakfast. *A residential building in which the proprietor resides, which has no more than six (6) guestrooms available for short term occupancy, and provides no less than one meal daily for guests.*

The Commission also directed Staff to look into parking requirements for Bed and Breakfast establishments.

Hostel - the Commission made the following observations:

- Commissioner Fabiano thought a hostel could be allowed anywhere a hotel is allowed. Good hostels have communal kitchens, but so do many hotels.

The Commission agreed upon the definition as follows:

Hostel. *A budget-oriented, shared-room (dormitory) accommodation that accepts individuals or groups for short-term stays and that provides common area and communal facilities. In addition to the dormitory-style rooms, a hostel may offer individual rooms.*

The Commission also directed Staff to consider assisted living facilities as another type of communal housing.

Lodge - the Staff made the following observations:

- "Lodge" can be a high-end hotel or a motor lodge. The word is basically synonymous with hotel or motel.
- Two other definitions of "lodge" are a "building or group of buildings under single management containing both rooms and dwelling units available for temporary rental to transient individuals or families" and "the place where members of a local chapter of an association, fraternal culture or religious hold their meetings".

The Commission agreed upon the definition as follows:

Lodge. *A hotel or motel.*

The Commission also directed Staff to look at a definition for a meeting lodge, since Ketchum does have a couple, including the American Legion Hall.

Duplex - Staff made the following observations:

- A duplex is two dwelling units together.
- Duplex units can be condominiums or townhouses, depending on ownership of the real property under the footprint.
- Duplexes developed as condominiums are being converted to townhouses in order to get financing.
- The IRC requires a two-family dwelling unit to have a one-hour fire-rated wall.
- A townhouse requires each unit to have a one-hour firewall on the property line between the two units.
- Each townhouse owns the subplot under it.
- The City Attorney says life-safety issues are not increased, and the ownership structure should not affect the firewall.

Commissioners Doty and Fabiano questioned whether a townhouse type duplex could have a one-hour fire-rated wall. It is their understanding that that type of development requires each unit to have its own one-hour rated wall. Staff will follow up on that issue.

The Commission agreed upon the definition as follows:

Duplex. *A two-family dwelling unit.*

In addition, Staff was directed to refine the definition of Accessory Dwelling Units.

4. Staff Comments and City Council Meeting Update

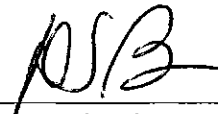
The P&Z cancelled the next regular meeting due to lack of a quorum, and rescheduled it for 12:00 noon on August 13, 2012.

5. Commission Comments

Commissioner Burns mentioned the Chinese restaurant banner. Planning staff will follow up.

6. ADJOURNMENT

Commissioner Deborah Burns moved to adjourn the meeting at 7:40 p.m.. Commissioner Michael Doty seconded the motion, and it passed unanimously.



Co-Chairman Deborah Burns or
Co-Chairman Richard Fabiano

CC: City Council



Planning and Zoning

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340

<http://ketchumidaho.org/>

Maureen Puddicombe
Planning Technician

Monday, April 9, 2018

5:30 PM

Ketchum City Hall

1. **4:30 PM – SITE VISIT: KSVVA Fire Training Facility: 219 Lewis St, Ketchum, ID (Lot 7 Blk 1, Northgate Subdivision, Ketchum Townsite)**
2. **4:50 PM – SITE VISIT: Briscoe & Assoc. Conditional Use Permit: 220 N. Main St. (Lot 2AA Blk 3, Ketchum Townsite)**
3. **5:00 PM - SITE VISIT: Community Library, Design Review Application: 415 Spruce St (Lot 1B Blk 89, Ketchum Townsite)**
4. **5:15 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
5. **Call to Order**

Attendee Name	Title	Status	Arrived
Kurt Eggers	Commissioner	Present	
Neil Morrow	Commissioner	Present	
Matthew Mead	Commissioner	Present	
Jeff Lamoureux	Chair	Present	
Erin Smith	Commissioner	Present	

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

Chairperson Jeff Lamoureux called for Public Comment. No comments were received.

7. **PUBLIC HEARINGS AND COMMUNICATIONS FROM STAFF**

- a. **180 Northwood Way Mixed-Use Project:** Discussion regarding an amendment to Design Review to reduce square footage of building.

Brittany Skelton, Senior Planner, presented amendment to the previously approved Design Review. The amendment is to reduce the size of the proposed mixed-use building. There is no proposed change to any of the exterior materials.

Chairperson Jeff Lamoureux called for comments from Commission. Commission agreed with Staff recommendation for Administrative Design Review for modification of the design of the 180 Northwood Way Mixed-use Building.

MOTION TO: Allow Administrative Review of a reduction in square footage of the 180 Northwood Mixed-Use Building as described in the Staff Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Erin Smith, Commissioner
SECONDER:	Matthew Mead, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- b. **Community Library Expansion:** 415 Spruce Street (Lot 1B Block 89, Ketchum Townsite) *Continued from March 27, 2018.* The Commission will consider and take action on a Design Review Application for exterior alterations to the Community Library.

Vice-Chairperson Erin Smith chaired this portion of the meeting. Commissioner Kurt Eggers disclosed that the Martins are former clients of his, but he felt he would be unbiased.

Associate Planner Abby Riven presented the Design Review for the Community Library Expansion Project.

Jenny Emery Davidson, Community Library director, related the advantages of the new library to all segments of the Community adding vibrancy of the Community, improving additional outdoor space, promoting literacy and community conversations.

Rob King, Architect for the project, presented the proposed outdoor additions to the library to enhance outdoor spaces for varied community uses.

Commissioner Neil Morrow asked if the replacement trees will screen the neighboring residence. Rob King described the mix of pines and trees proposed. Vice-Chairperson Erin Smith asked for clarification of the choice of trees for screening. Erin asked about the hours, if the building will be lighted from within at night. Jenny responded that the Children's' area closes at 6:00 PM and will be dark after that time.

Vice-Chairperson Erin Smith called for comment from those in support of the application:

Ruben Perin, Chairman of the Board of Trustees for the Library. The members of the board are long term, have listened to the comments and suggestions from the public, incorporating those suggestions. He described several improvements being made to the library. The Board has discussed and approved each of the steps in this process. Five additional Board Members were in attendance.

No additional comments from those in favor of the application or those neutral on the application.

Those in opposition to the application:

Nicholas Latham, Ketchum architect representing the Martins, stated they are concerned with the design and the scope of the project. He is looking to minimize the impact of the project to the Martin's residence. The Martins would like to see the trees replaced with more substantial plantings than those currently proposed.

Gary Slette, attorney for the Martins, related that the Martins have been supporters of the Library and first heard of the project in December of 2017. The Martins wish to preserve the trees and are willing to maintain or replace the grove. They would like to work with the Library Board to develop a creative landscape solution for the area adjacent to the Martins property to minimize the negative impact of the project.

Linda Badell, Ketchum resident, spoke to the possibility of a compromise between the Martins and the Library, and asks for a continuation of the project to allow for further discussion.

Tom Tierney, Ketchum Resident, stated he is not opposed to the Library Expansion but thinks the mass of the building is too much. The new building would obliterate the view and he urged the Commission to think of the neighbor who has a right to quiet enjoyment of their property.

Vice-Chairperson Erin Smith asked for a reply from the applicant:

Applicant Jenny Emory Davidson restated the goals of the Library and that she met with the Martins in the Library parking lot in July of 2017. She relied on the Public communication process to keep the Martins informed of the status of the project. She emphasized the uniqueness and beauty of the Children's Library structure and the benefit to the community.

Rob King, replied to issue of tree removal. The current trees are not appropriate to the space and screening, replacing with trees providing more sunlight.

Vice-Chairperson Erin Smith declared hearing now closed.

Commissioner Matthew Mead pointed out the proposed roof-line is not any higher and would not change the amount of sunlight coming onto the Martins property. The exterior has undulations and the roof has changes in height that prevent it from being a stark blank wall. He thought the new structure will not significantly change the experience for the homeowner.

Jeff Lamoureux stated the wall is lower than the peak of the roof, creating has a step-back effect. He asked what the maximum height is allowed. Senior Planner Brittany Skelton answered that the code would allow a 42-foot height. Since the current proposal is 18 feet, it is modest relative to what is allowed by code.

Commissioner Kurt Eggers thought the screening to be inadequate. He thought the largest trees could stay, but the removal of the others would benefit the Martins light and view. He felt the landscaping could be beefed up. He would like to see the applicant work with the Martins on the landscaping between the Martins' property and the Children's wing. He asked if the parking was an issue. Abby Riven stated the parking credit puts the project in compliance with the parking code requirement. Kurt also asked about signage, which will be addressed in the future.

Commissioner Neil Morrow agreed with Kurt that the project is great but needs a tweak with the landscaping between the house and the project to provide additional screening.

Vice-Chair Erin Smith asked about the glass box, posing the question as to why it was a problem when it is not lit during the daylight hours and the library closes at 6:00 PM. The only vantage point to see the box was from the corner of a deck with an unusual viewing angle. Commissioners Neil Morrow and Matthew Mead discussed the proposed landscaping and the impact it would have on the screening of the box and the amount of sunlight shining on the Martin property.

Chairperson Jeff Lamoureux stated he agreed with Erin, the setback is adequate, but questioned the necessity of the glazing on the Box. Rob King answered that the glass is clear, not frosted, with an exterior shade.

Erin summed up that the roof line and the landscaping on the Northwest corner are the points of disagreement. Matthew said he felt the roof is not higher than the current building. The other commissioners agreed. Erin asked about the landscaping regulations and Brittany informed them that the regulations are stated in general terms, but the Commission can impose a condition to provide a more substantial landscape plan. She also said the commission has the option of approving any portion of the plan as appropriate. Erin asked about the construction schedule and Jenny Emory Davidson said they were on schedule for 2018. The construction of the Children's wing is scheduled for 2019.

The commission discussed the options for approving all or part of the project. Erin would like to approve the project with the exception of the landscaping in the northwest corner by the nest.

MOTION TO: Approve the Design Review Application for the Community Library Expansion Project, including Conditions 1-15, with Condition 15 being a condition that the landscaping of the Northwest corner of the project to include more screening of the neighboring

residence. The applicant is encouraged to revise the screening of the Northwest corner of the project and review the new landscape plan with the owners of the neighboring property. The Commission would like to see the revised plan brought back before the Commission in a public meeting for approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeff Lamoureux, Chair
SECONDER:	Neil Morrow, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- c. **KSVVA Fire Training Facility:** 219 Lewis Street, Ketchum, ID (Lot 7 Blk 1, Northgate Subdivision, Ketchum Townsite) The Commission will consider and take action on a Design Review application by the Ketchum Sun Valley Volunteer Association (KSVVA) for the construction of a new 1,280 sq. ft fire training facility. The subject property is located in the Light Industrial Number 2 (LI-2) Zoning District.

Daniel Hollis, Architect, for the SVVFA project, presented the project for the Commission. Daniel Hollis said the lighting is Dark Skies compliant. Abby Rivin presented the City arborist's recommendations for screening the property. Abby Rivin said there was no public comment on this project.

The Commission discussed various aspects of the project including the landscaping and how the project will affect on-street parking. Erin Smith questioned the red color of the project and Daniel responded that is a standard color for the manufacturer.

Chairperson Jeff Lamoureux called for Public Comment. There was no comment.

A discussion of parking ensued. Jeff questioned the parking by the gate and signage to regulate the parking. Vice-Chairperson Erin Smith stated from the pre-application there would be signage to park only certain hours. Jeff asked if the curb spaces were part of the parking requirement, and Abby said the requirement was met by the spaces on the property. Jeff asked if the non-conforming 6-foot fence in the LI, then a text amendment should be initiated. Erin Smith and Commissioner Neil Morrow thought it was a justifiable exception given the nature of the area and public safety.

MOTION TO: Approve the Design Review Application for the KSVVA Fire Training Facility, including Conditions 1-8 and excluding Condition 6. and adding Condition 9 to block parking on training days.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Erin Smith, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- d. **Text Amendment - Setback Definition:** Continued from March 12, 2018. Request to amend the City of Ketchum Municipal Code, Title 17, Zoning Code, Section 17.08.020, Terms Defined, to amend the definition of "Setback" to exclude below grade buildings and structures. Additional city-initiated text amendments to Chapter 17.96, Design Review, Chapter 17.88, Floodplain Management Overlay, Chapter 17.104 Mountain Overlay Zoning District, Chapter 17.124, Development Standards, and Section 17.128.020, Sup

Brittany Skelton, Senior Planner, presented the Staff Recommendations for the Text Amendment to the Code definition of *setback*. Brittany went over the options for action on the amendment: 1) adopt change as proposed by the applicant, 2) make no changes, 3) allow all encroachments below-grade, 4) Develop standards for types of structures that encroach below grade, 5) build another layer of review into the Code to allow a case-by-

case review of structure proposed to encroach below grade. Brittany reviewed the proposed changes to the language of the affected portions of the Planning Code.

Michael Blash, representing the applicant, thought the definition should be more flexible. A change to the applicant's plans now proposes the garage to be underground, with only the garage door visible.

Chairperson Jeff Lamoureux called for Public Comment. There was none.

The Commission discussed the three-foot minimum setback and the addition of standards for underground setbacks to the Design Review process. It was agreed that they would like to see all unground this brought before the Commission for Design Review as opposed to Administrative Review only.

Michael Blash, for the applicant, presented examples of previous projects involving underground structures.

Brittany summarized: 1) All underground encroachments go before P & Z for review 2) Add flexibility to the proposed three-foot underground setback 3) Consider standards for habitable space below grade and what is allowed above. Erin suggested using a CUP for the encroachment.

MOTION TO continue to May 14, 2018.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Matthew Mead, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- e. **Briscoe & Associates Conditional Use Permit:** 220 N, Main Street (Lot 2AA Block 3, Ketchum Townsite:) Conditional Use Permit application for a business office located on the ground floor of an existing commercial building in the Commercial Core Retail Core Sub-district (CC-A).

Abby Rivin, Associate Planner, presented the Conditional Use Permit for a business office on the ground floor with street frontage on Main Street in the Community Retail Core. Staff found the intended use to be in conflict with the Comprehensive Plan. The Parking Ordinance calls for 1 parking space which cannot be accommodated in the plan. Staff recommendations are: 1) Approve the Conditional Use Permit with a shared parking plan, 2) deny the Conditional Use Permit due to lack of parking and conflict with the Comprehensive Plan or 3) Direct Staff to return with further research on the total parking requirements for that building and continue the matter to the next meeting.

Jim Briscoe, applicant, named the improvements made to the office space. The two employees walk to work. Most of the clientele come from out-of-state and meet off-site.

Jeff Lamoureux called for comments from the Commission. Matthew would like to see something that attracts clients. Neil Morrow and Erin Smith noted there has not been vibrancy in that spot since the Warfield and Village Market are in the area. Matthew Mead noted the reason for the Plan is to attract vibrancy. Jeff was conflicted with approving a CUP that goes against code.

John Gaeddert, Planning Director, asked the Commission to reflect on why a retail shop has not gone into that space and we should continue the dialogue. The Commission discussed the parking requirement for this location and the vibrancy of Main Street and location. Jeff asked if the applicant is willing to provide a plan for parking. Abby gave options for flexibility with the parking requirement.

MOTION TO continue to May 14, 2018 to allow for further research of the parking plan.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Matthew Mead, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- f. **Zoning Code Amendment – Residential Use in the Light Industrial Districts.** *Continued from March 27, 2018.* The Commission will consider City-initiated amendments to Title 17, Section 17.124.090, Residential, Light Industrial Districts, and Section 17.12.020, District Use Matrix.

Senior Planner, Brittany Skelton, gave discussion of Zoning Code Amendment for Residential Use in the Light Industrial Area.

Chairperson Jeff Lamoureux opened for public comment.

David Hurd, resident, gave information on the affordable housing issue in many cities requiring creative thinking. He strongly opposes housing in the LI, but strongly encourages live/work spaces.

John Gaeddert, Planning Director, pointed out the many uses of the LI and the critical importance of maintaining it. He urges the continued dialogue on this topic.

MOTION TO continue to May 14, 2018.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Erin Smith, Vice-Chairperson
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

- g. **Zoning Code Amendment – Community Core subdistricts and retail uses.** *Continued from March 27, 2018.* The Commission will consider City-initiated amendments to Title 17, Section 17.12.040, Dimensional Standards – CC District Matrix, Section 17.12.010, Zoning Map Districts, and Section 17.12.020, District Use Matrix.

Brittany Skelton recommends 1) sending consolidation of the sub-districts to the City Council and 2) continuing the rest to the May 14, meeting.

MOTION TO send recommendation to City Council for the consolidations of sub-districts and continue the balance of the amendment to May 14, 2018.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Kurt Eggers, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

8. CONSENT CALENDAR

- a. **Bigwood Square Mixed-Use Building Findings of Fact and Conclusions of Law**
- b. **Grumpy's Restaurant Conditional Use Permit Approval**

MOTION TO approve Findings of Fact and Conditions of Law for Bigwood Square Mixed-Use Building and Grumpy's Restaurant Conditional Use Permit.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matthew Mead, Commissioner
SECONDER:	Neil Morrow, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith
ABSTAIN:	Eggers

c. **Minutes:** March 27, 2018

MOTION TO approve minutes of March 27, 2018 as amended.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Jeff Lamoureux, Chairperson
AYES:	Morrow, Mead, Lamoureux, Smith
ABSTAIN	Eggers

9. FUTURE PROJECTS AND NOTICING REQUIREMENTS

Brittany Skelton named the Setback Text Amendment, Briscoe and Associates CUP, Community Core Zoning Amendment and Light Industrial Zone Amendment as future projects. New projects are the Sundali/Mace development zone change request. Abby Rivin added the Warfield Distillery should be ready to submit for the June meeting. John Gaeddert asked if the Commission is comfortable with signing the Findings before the next meeting unless there are any questions/changes. The Commission agreed to that procedure.

10. STAFF REPORTS & CITY COUNCIL MEETING UPDATE

Brittany answered questions brought up by the Commission from the March meeting. 1) All Building Permits have a Construction Activity report prior to being issued. It includes the parking plan for the workers. 2) Giacobbi Square could be built now with the existing parking code. 3) Electrical box for Barbie Reed's house is in the right-of-way and not on her property. The lot is not in the Mountain Overlay and was not required to go through Design Review, so it was not addressed. 4) The up-lighting for Giacobbi Square and The Horizons has been passed along to the Community Service Officers for enforcement. 5) At the next meeting we will have an update on the changes to the State Building Code.

11. Commission reports and ex parte discussion disclosure

Matthew Mead agreed with the public comment on the housing problem. Suggests a workshop with builders. John Gaeddert added the Mayor has a housing event planned for May 25th. Matthew asked if up-lighting on private property was allowed and when told it wasn't, noted there were several up-lights on private property.

12. ADJOURNMENT

MOTION TO adjourn at 9:10 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Jeff Lamoureux, Chairperson
AYES:	Morrow, Mead, Lamoureux, Smith, Eggers

Jeff Lamoureux
Chairperson



City of Ketchum
Planning & Building

IN RE:)
)
 Fire Training Facility) **KETCHUM PLANNING AND ZONING COMMISSION**
 Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: May 14, 2018) **DECISION**
)
 File Number: 18-025)

PROJECT: Fire Training Facility

FILE NUMBER: P18-025

APPLICANT: Ketchum Sun Valley Volunteer Firefighters Association (KSVVA)

REPRESENTATIVE: Daniel Hollis, AIA, Hollis Rumpeltes Architects

OWNER: City of Ketchum

REQUEST: Design Review approval for a new Fire Training Facility.

LOCATION: 219 Lewis Street
(Northgate Subdivision: Block 1: Lot 7)

ZONING: Light Industrial District Number 2 (LI-2)

OVERLAY: None

NOTICE: Notice was mailed to property owners within a 300 foot radius of the subject property on March 29th, 2018.

BACKGROUND

The applicant has requested Design Review approval for the construction of a new 1,840 sq ft Fire Training Facility at 219 Lewis Street (Northgate Subdivision: Block 1: Lot 7). The subject 12,000 sq ft lot is located in the Light Industrial District Number 2 (LI-2). The property is owned by the City of Ketchum and is currently utilized for public use including material and equipment storage for the Streets Department and an impound lot for the Police Department. The City will relocate the equipment and material storage as well as the impound lot in order to clear the site by June 1st, 2018. The applicant is the Ketchum Sun Valley Volunteer Firefighters Association (KSVVA), which is a non-profit organization with the purpose of raising funds to provide training and equipment to benefit the firefighters of the City of Sun Valley, City of Ketchum, and the Ketchum Rural Fire District.

The modular Fire Training Facility consists of three floors of storage containers with a platform on the roof to serve as a rappel tower. The project scope also includes the installation of a container for material storage, two

(2) portable toilets, and a dumpster to be screened by a metal panel at the northwest corner of the lot. The building is comprised of four (4) single use shipping containers, which are custom fabricated and configured by Fire Training Structures LLC (FTS) for live-fire training exercises. These exercises utilize Class A (wood, straw, etc.) or liquid petroleum gas fuel sources. The Class A fuel source is variable in smoke production depending on draft, specific source of fuel, ventilation, and weather conditions. The liquid petroleum gas produces minimal smoke output. The total proposed building coverage is 8%, which is 67% less than the maximum building coverage allowed in the LI-2 Zoning District. Staff has defined the Fire Training Facility as a public utility, which is a permitted use in the LI-2 Zone, as the training center will serve as Fire Department infrastructure. The Planning and Zoning Commission conducted a site visit and reviewed the Pre-Application Design Review for the propose fire training facility on June 12th, 2017. The Commission unanimously approved a motion to advance the subject project to Design Review.

ANALYSIS

Analysis of the application is provided in Tables 1-4, including the project's compliance with the City of Ketchum 2014 Comprehensive Plan, City Department comments, LI-2 Zoning District requirements, Design Review standards, and other provisions of Ketchum City Code.

The outstanding action items identified in the Pre-Application Design Review have been addressed by the applicant and City Departments as follows:

The City of Ketchum will need to secure a location for the existing impound lot and storage area currently located on the subject property.

The material and equipment storage will be temporarily relocated to the vacant lot north of the YMCA on Saddle Road until improvements are made to the existing Streets and Facilities site on 10th Street. The Commission has added a condition of approval requiring that the City of Ketchum identify an alternative site for the Police Department impound lot prior to issuance of a building permit for the project.

The Design Review application should propose landscaping to provide a buffer between this use and adjacent land uses, such as the YMCA that is adjacent to the rear property line.

The applicant has included a landscape plan indicated on Sheet L1.1 of the updated Design Review submittal. The proposed landscape includes a row of thirteen (13) Aspen trees that borders the property line adjacent to the YMCA as well as six (6) Aspen trees along the property line adjacent to Lewis Street.

Ketchum City Code §17.124.130(C) Fences, Hedges and Walls: In all other districts, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line and shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line.

The applicant has proposed maintaining an existing chain-link fence that is six feet (6') in height within thirty feet (30') of the front lot line. In order to further screen fire training operations, the applicant has proposed a graphic, vinyl banner to cover the fence. As the fence screens live-fire training exercises, the Planning and Zoning Commission has approved maintaining the existing 6 ft fence height as the proposal enhances public health, safety, and welfare (KCC §17.04.40).

Other directives to the applicant from the Pre-Application Design Review included incorporating ADA striped parking and submitting lighting and construction management plans. The applicant has proposed one ADA parking space and has included a lighting plan and construction management plan in the updated submittal.

COMPREHENSIVE PLAN ANALYSIS

The proposed new construction of the Fire Training Facility is consistent with the uses, goals and policies listed below as specified within the 2014 Comprehensive Plan. The Commission finds that the proposed Fire Training Facility will generate infrequent traffic and will have an impact comparable to the primary uses listed below. The impact of the facility is contextually appropriate to the Lighting Industrial Number 2 (LI-2) Zoning District.

Table 1. Comprehensive Plan Analysis

SUPPORTING SECTION	SUMMARY OF COMPLIANCE WITH THE 2014 COMPREHENSIVE PLAN
Future Land Use	
Mixed-Use Industrial	<p>Primary Uses: Light manufacturing, wholesale, services, automotive, workshops, studios, research, storage, construction supply, distribution and offices make up the bulk of development with this district.</p> <p>Secondary Uses: 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.</p> <p>Characteristics and Location: 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.</p>
Community Design and Neighborhoods	
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.

FINDINGS OF FACT

Table 2: City Department Comments

City Department Comments				
Compliant			City Code	City Standards and City Department Comments
Yes	No	N/A		
<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"/>		<p>Police Department: <i>The City shall secure a new location for the Police Department impound lot prior to issuance of a building permit for the Fire Training Facility.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<p>Fire Department: <i>The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances.</i></p> <p><i>Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.</i></p> <p><i>Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.</i></p> <p><i>An approved access roadway per 2012 International Fire Code Appendix D (www.ketchumfire.org) shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The</i></p>

			<p>road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. To meet requirements for gated access the gate to the property shall be secured with a fire department cistern lock.</p> <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building. (Two (2) 5 lbs. fire extinguishers shall be required for this project. One to cover training facility and one for storage container).</p> <p>Final inspections of all fire department required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Streets Department: The proposed curb cut does not meet ADA requirements. The Streets Department shall review and approve the curb cut design prior to issuance of a building permit for the project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Utilities: The Utilities Department requires specifications for the fire hydrant and meter vault for review and approval prior to issuance of a building permit for the project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Parks/Arborist: The proposed Aspen trees will not sufficiently screen the Fire Training Facility. The City Arborists recommends alternative plantings such as shrubs or vines along the fences to enhance screenings. The City Arborist shall review and approve the final landscape and irrigation plan prior to issuance of a building permit for the project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Building: The building must meet 2012 International Building Code.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning: Comments are denoted throughout the Tables 3 & 4.</p>

Table 3: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Commission Comments	
Yes	No	N/A	Guideline	City Standards and Commission Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Lot Area
			<i>Commission Findings</i>	Required: 8,000 square feet minimum. Existing: 12,000 square feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Coverage
			<i>Commission Findings</i>	Permitted: 75% Proposed: 8% (960 sq ft / 12,000 sq ft lot area)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Minimum Building Setbacks
			<i>Commission Findings</i>	<p>Required: Front: 20' Side: 0' for internal side yards and a minimum of 10' for street side yards. Rear: 1' for every 3' in building height, or 10'.</p> <p>Ketchum City Code §17.12.030 Note: 1. If the lot adjoins a more restrictive district on the side or rear, the more restrictive setbacks of that district shall apply.</p> <p>Rear adjoins the Tourist (T) Zoning District, which establishes a minimum rear setback of the greater of 1' for every 3' in building height, or 10'.</p> <p>Proposed: Front (Lewis St.): 33' Side: 24' Side: 40' Rear: 56' (The storage container and the LPG tank located at the northwest corner are setback 10 ft from the property line)</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030 <i>Commission Findings</i>	Building Height Required: 35' Proposed: 34'-6" (38" at the top of the guard rail.) The Fire Training Center is proposed to be 34'-6" in height from grade to top of the rappel deck. The guard rail attached to the rappel platform is 42" (3'-6") in height. The Commission finds that the structure does not exceed the maximum height allowed in the LI-2 Zoning District. The Commission finds that the proposed guardrail will have a similar impact on the overall bulk of the training facility as an antenna or chimney, and is not subject to the overall height of building, provided that the guardrail does not exceed the Osha minimum guardrail height. Ketchum City Code §17.08.020 HEIGHT OF BUILDING states that the building height provision shall apply to parapets, boston roofs, and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H <i>Commission Findings</i>	Curb Cut Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking. Proposed: The proposed curb cut is 18 ft, which is 22.5% of the linear street frontage along Lewis Street. The applicant has satisfied this requirement, however, the curb cut does not meet ADA requirements. The Public Works Department shall review and approve the curb cut prior to issuance of a building permit to ensure ADA requirements are met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A.2 & 17.125.050 <i>Commission Findings</i>	Parking Spaces Off-street parking standards of this chapter apply to any new development and to any new established uses. Required: All other permitted uses: 1 space per 1,000 gross square feet. Gross square feet: 1,280 / 1,000 = 1 parking space Proposed: The applicant has designated one (1) ADA parking space on site. The property will accommodate multiple vehicles in a variety of parking configurations depending on training needs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.130 <i>Commission Findings</i>	Fences, Hedges and Walls C. In all other districts, fences, hedges and walls shall not exceed four feet (4') in height when located less than thirty feet (30') from the front lot line and shall not exceed six feet (6') in height when located more than thirty feet (30') from the front lot line; The applicant has proposed maintaining an existing chain-link fence that is six feet (6') in height within thirty feet (30') of the front lot line. In order to further screen fire training operations, the applicant has proposed a graphic, vinyl banner to cover the fence. As the fence screens live-fire training exercises, the Planning and Zoning Commission has approved maintaining the existing 6 ft fence height as the proposal enhances public health, safety, and welfare (KCC §17.04.40).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.150 & 17.08.020	Zoning Matrix & Definitions

			<p>Commission Findings</p> <p>17.18.150: Light Industrial District Number 2 (LI-2) A. Purpose: The LI-2 light industrial district 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. (Ord. 1135, 2015)</p> <p>17.08.020 – Definitions HEIGHT OF BUILDING: The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet (5') greater than the maximum height permitted in the zoning district (see illustration B on file in the office of the city clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the office of the city clerk.) Facades which step up or down hillsides shall be set back from the lower facade a minimum of fifty percent (50%) of the height of the lower facade; except, that roof overhangs may extend up to three feet (3') into this area (see illustration B on file in the office of the city clerk). This building height provision shall apply to parapets, boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.</p>
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Table 4: Design Review Standards

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.
			<i>Commission Findings</i>	<i>The property is served by a public roadway. 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.
			<i>Commission Findings</i>	<i>The site is served by an existing street.</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.
			<i>Commission Findings</i>	<i>The site is served by an existing sidewalk.</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.
			<i>Commission Findings</i>	<i>See above comment for Ketchum City Code §17.96.060(B)(1).</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.
			<i>Commission Findings</i>	<i>N/A as sidewalks are existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.
			<i>Commission Findings</i>	<i>The existing sidewalks have been constructed equal to the length of the subject property line adjacent to Lewis St.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.

			<i>Commission Findings</i>	<i>N/A as the sidewalk is existing.</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>A contribution in-lieu 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>As proposed, all storm water will 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>The existing drainage satisfies this requirement. All new drainage improvements shall require approval from the Public Works Department prior to issuance of a building permit for the project.</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>The proposed drainage facilities satisfy this requirement. The Public Works Department has reviewed and approved the proposed drainage facilities.</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 applicable utility locations.</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>The applicant is aware of this requirement. All utilities will be located underground and all utility, power, and communication lines within the development will be concealed from public view.</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 and receive approval from the City Engineer prior to the issuance of a building permit.</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>The property is located in the LI-2 Zoning District. The adjacent properties to the north and south are currently used for industrial purposes, including materials storage. The YMCA is adjacent to the rear of the property and the Lewis Street Center is located across the street. Staff finds that the proposed design of the Fire Training Facility is consistent with uses of the LI-2 Zoning District. .</i> <i>As indicated on Sheet A0.4 of the design review submittal, the applicant is proposing to paint each steel container to match in Raspberry Truffle (Benjamin Moore 2080-10). All guardrails, toe boards, stairs, decks, and miscellaneous trim will be galvanized steel.</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 as the Fire Training Facility is new construction.</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 proposed building provides unobstructed pedestrian access to the sidewalk along Lewis St. The building is proposed to be used for fire training purposes and the entryway is designed to accommodate the proposed use.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(2)	The building character shall be clearly defined by use of architectural features.
			<i>Commission Findings</i>	<i>The proposed Fire Training Facility has been designed by FTS Fire Training Structures LLC. The proposed facility contains three (3) 40 ft containers at the first and second level, and one (1) 20 ft container at the third level. The shipping containers have been retrofitted and designed to serve as a fire training facility. The Facility includes exterior, stair access to the second level. The second level contains a sloped roof for training purposes. The applicant has proposed metal bar grate panels for rappelling purposes, with a rappel deck and associated guardrail at the top of the structure.</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 design of the Fire Training Facility incorporates a continuity of materials and colors. The applicant is proposing to paint each steel container to match in a Raspberry Truffle color indicated on Sheet A0.4 of the design review submittal. All guardrails, toe boards, stairs, decks, and trim will be galvanized steel.</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 proposed accessory storage facility will be painted to match the training facility.</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 building walls are stepped back at the second and third level, which reduces the appearance of bulk and flatness.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(F)(6)	Building(s) shall orient towards their primary street frontage.
			<i>Commission Findings</i>	<i>The facility has been oriented to maximize circulation around the structure for training purposes.</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>The proposed garbage storage area is located at the northwest corner of the property and shall be screened from public view.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>N/A. The design of the building does not include weather protection. The proposed building does not include areas that that will serve as pedestrian gathering or circulation space.</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>Sidewalks are existing on Lewis Street and accommodate pedestrian access.</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 as awnings are not proposed.</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 site has been designed to accommodate a variety of emergency vehicles. The Commission finds that the Fire Training Facility will not adversely impact traffic flow</i>

				<i>from, and onto, Lewis Street. During training operations, traffic cones shall be installed as necessary to maintain safety on Lewis Street.</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>N/A. The proposed curb cut is located more than 20 ft from the nearest intersection.</i>
<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 vehicles, snowplows, and garbage trucks will be able to access the subject property from Lewis Street.</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>As indicated on Sheet C-1 of the design review submittal, the improved parking and pedestrian circulation area is approximately 7,915 square feet, with 30% of the paved surface equaling 2,375 square feet. The proposed snow storage area is 2,410 square feet, which satisfies this requirement.</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>Snow storage is provided on site. Snow storage is proposed at the southwest corner of the property</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 area satisfies this requirement.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Snow storage areas are proposed on 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>The landscape plan is indicated on Sheet L1.1 of the design review submittal.</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 applicant has included a landscape plan indicated on Sheet L1.1 of the updated Design Review submittal. The proposed landscape includes a row of thirteen (13) Aspen trees that borders the property line adjacent to the YMCA as well as six (6) Aspen trees along the property line adjacent to Lewis Street.</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>See comment above for Ketchum City Code §17.96.060(I)(2).</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>The proposed use will include periodic burning and training operations consistent with firefighting. Therefore, landscaping should be used strategically to provide a buffer from the adjacent land uses, such as the YMCA to the rear. The proposed landscape includes a row of thirteen (13) Aspen trees that borders the property line adjacent to the YMCA as well as six (6) Aspen trees along the property line adjacent to Lewis Street.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Sidewalks are existing. Additional amenities are not proposed.</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 this Monday, April 9th, 2018 subject to the following conditions:

1. All departmental conditions as described in Table 2, 3, and 4;
2. All building and fire code requirements as dictated by 2012 family of international codes shall apply to all construction onsite;
3. 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;
4. 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;
5. The applicant shall coordinate with the Public Works Department to determine the final sidewalk configuration and curb cut design prior to the issuance of a building permit;
6. The City of Ketchum shall secure a location for the existing impound lot and storage area currently located on the subject property prior to issuance of a building permit for the project;
7. During fire training operations, traffic cones shall be placed as necessary to maintain safety on Lewis Street, including at the parking spaces adjacent to the exit driveway at the southeast corner of the lot as indicated on Sheet C-1 of the Design Review submittal ; and

8. 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 14th day of May, 2018

Jeff Lamoureux
Chairperson
Planning and Zoning Commission