



**PLANNING AND ZONING COMMISSION AGENDA**

**Monday, November 14, 2016**

**Ketchum City Hall**

**480 East Avenue North, Ketchum, ID 83340**

1. **5:00 PM SITE VISIT: NexStage Theater Performing Arts Center: 120 South Main Street and 111 South Leadville, Ketchum, Idaho**
2. **5:15 PM SITE VISIT: 8<sup>th</sup> and Washington Design Review- 191 East 8<sup>th</sup> Street/ 831 North Washington Avenue, Ketchum, Idaho**
3. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
4. PUBLIC COMMENT - Communications from the public for items not on the agenda.
5. COMMUNICATIONS FROM STAFF
  - a. 8<sup>th</sup> and Washington Conditional Use Permit: 191 East 8<sup>th</sup> Street/ 831 North Washington Avenue, Ketchum, Idaho (Eight & Washington Building Condo): The applicant is proposing to add a new upper floor to the existing structure and to remodel the interior of the existing structure, which will result in 4,105 square feet of commercial space and 4 residential units totaling 3,825 square feet. The property is 0.25 acres and is zoned Light Industrial-1 (LI-1).
  - b. 8<sup>th</sup> and Washington Design Review: 191 East 8<sup>th</sup> Street/ 831 North Washington Avenue, Ketchum, Idaho (Eight & Washington Building Condo): The applicant is proposing to add a new upper floor to the existing structure and to remodel the interior of the existing structure, which will result in 4,105 square feet of commercial space and 4 residential units totaling 3,825 square feet. The property is 0.25 acres and is zoned Light Industrial-1 (LI-1).
  - c. NexStage Theater Performing Arts Center Pre-Application Design Review: 120 South Main Street and 111 South Leadville, Ketchum, Idaho (Ketchum Lot 4, Block 1, West 10' of Alley and Ketchum Lot 8, Block 1, East 10' of Alley): The applicant is proposing a complete reconstruction of the existing performing arts facility, which is located on two adjacent lots. The properties are 0.126 acres and 0.126 in size and are zoned Community Core (CC), Sub-district A.
  - d. Kneebone Subdivision- Condominiums: 500 N. Washington Ave, Ketchum, ID (Ketchum, Lot 8, Block 15): The applicant is proposing to convert a three-story mixed use building, currently under construction, to condominiums for office, commercial, and residential space. The property is 0.126 acres in size and zoned Community Core (CC) Sub-district C, Urban Residential.
6. CONSENT CALENDAR
  - a. Minutes: October 24, 2016
7. FUTURE PROJECTS AND NOTICING REQUIREMENTS
8. STAFF REPORTS & CITY COUNCIL MEETING UPDATE
9. COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE
10. ADJOURNMENT

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



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**REGULAR MEETING OF November 14, 2016**

**PROJECT:** 191 East 8<sup>th</sup> Street

**FILE NUMBER:** #16-083

**OWNERS:** Doug Webb

**REPRESENTATIVE:** Ruscitto Latham Blanton P.A.

**REQUEST:** Conditional Use Permit (CUP) approval for adding four (4) residential units to the existing commercial uses, located in the Light Industrial District Number 1 (LI-1).

**LOCATION:** 191 East 8<sup>th</sup> Street  
(Eighth & Washington Bldg. Condo; Lot 2A, Block 22 Ketchum Townsite)

**ZONING:** Light Industrial District Number 1 (LI-1)

**OVERLAY:** None

**NOTICE:** Notice was mailed to Property owners within 300 foot radius of subject property were mailed notice on October 21, 2016. Notice was posted in three public City locations on October 21, 2016 and on site on November 8, 2016.

**REVIEWER:** Carl Anderson, Associate Planner

**STAFF RECOMMENDATION:**

Staff recommends continuing the application to the November 28<sup>th</sup>, 2016 Planning and Zoning Commission meeting.

**ATTACHMENTS:**

- A. Application

**INTRODUCTION**

The site property is located in the Light Industrial District Number 1 (LI-1). The site contains one existing two-story building, located at 191 East 8<sup>th</sup> Street (Ketchum lot 2A, Block 22). The applicant is proposing to construct a third floor addition to the existing structure, with the intent to add four residential units to the existing commercial uses on site.

The lower level of the building will contain a combination of office space, a meeting room and two (2) parking spaces. The main floor will contain two (2) office spaces on the south side (8<sup>th</sup> Street) of the building, and two (2) live-work units on the north side of the property. The third floor of the building will contain two (2) residential units.

### Conditional Use Permit Overview

The Planning and Zoning Commission must determine if a Conditional Use Permit can be approved for the proposed addition of four (4) residential units to the existing commercial use in the LI-1 district. According to the Zoning Ordinance, conditional uses by definition possess characteristics that require review and appraisal by the Commission to determine whether or not the use would cause any public health, safety or welfare concerns. Conditional uses may only be allowed if the Commission determines there would be no impact to the public health, safety and welfare of the community.

A conditional use permit may be granted by the commission only if the applicant demonstrates that:

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

Should the Commission agree a CUP can be approved, they may attach additional conditions to the application approval as it determines necessary in order to make the uses more compatible with the vicinity and adjoining uses, mitigate impacts, and allow for health, safety and welfare. Such conditions may include, but are not limited to:

- 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.
- H. Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the city. (Ord. 1135, 2015)

Upon receipt the complete application and noticing of the application for Conditional Use Permit Application staff has recommended to the applicant to continue the Conditional Use Permit Application to the November 28, 2016 meeting in order to make material revisions.

As such staff has not attached the plans and exhibits initially submitted with the application since the designs are being revised. All exhibits will be attached to the staff report that is prepared for the meeting that the application is continued to. The application is attached; however, staff notes that the percent of building coverage, parking allocation, and right of way configurations may change subject to the revised dimensions of the proposed development.

### COMMISSION OPTIONS

1. **Continuation of the Application:** "Motion to continue the Conditional Use Permit application from owner Doug Webb and Representative Ruscitto Latham Blanton, located at 191 East 8<sup>th</sup> St., to a date certain of November 28<sup>th</sup>, 2016."

### RECOMMENDED CONDITIONS

None at this time.

CERTIFIED COMPLETE

10/21/16

File No.: 16-083

CITY OF KETCHUM CONDITIONAL USE PERMIT APPLICATION

Name of Applicant: Doug Webb (Ruscitto Latham Blanton P.A. representative)

Name of Owner of Record: Doug Webb

Mailing Address: P.O. Box 444 Sun Valley, Idaho 83353

Contact Phone Number: 208.720.8000 (R/L/B: 208.726.5608)

Street Address of Property Requiring a CUP: 191 East 8th St.

Legal Description of Property Requiring a CUP: Eighth & Washington Bldg Condo; Lot 2A, Block 32, Ketchum Townsite

Description of Proposed Conditional Use: Adding 4 residential units to current commercial uses.

Description of Proposed and Existing Exterior Lighting:

All existing exterior lighting is installed in roof soffit. All new exterior lighting will be wall mounted sconces and recessed cans.

Zoning District: LI-1

Overlay District: Flood N/A Avalanche N/A Pedestrian N/A Mountain N/A

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Conditional Use Permit Application in which the City of Ketchum is the prevailing party to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby acknowledge I have filled in this application accurately and provided the required information to the best of my knowledge.

Applicant's Signature

Date 10/14/16

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



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF November 14, 2016

**PROJECT:** 191 East 8<sup>th</sup> Street

**FILE NUMBER:** #16-084

**OWNERS:** Doug Webb

**REPRESENTATIVE:** Ruscitto Latham Blanton P.A.

**REQUEST:** Design Review approval for adding four (4) residential units to existing commercial uses in the Light Industrial District Number 1 (LI-1), and adding a third story to the existing building.

**LOCATION:** 191 East 8<sup>th</sup> Street  
(Eighth & Washington Bldg. Condo; Lot 2A, Block 22 Ketchum Townsite)

**ZONING:** Light Industrial District Number 1 (LI-1)

**OVERLAY:** None

**NOTICE:** Notice was mailed to Property owners within 300 foot radius of subject property were mailed notice on October 21, 2016. Notice was posted in three public City locations on October 21, 2016.

**REVIEWER:** Carl Anderson, Associate Planner

**STAFF RECOMMENDATION:**

Staff recommends continuing the application to the November 28<sup>th</sup>, 2016 Planning and Zoning Commission meeting.

**ATTACHMENTS:**

- A. Application

**INTRODUCTION:**

The site property is located in the Light Industrial District Number 1 (LI-1). The site contains one existing two-story building, located at 191 East 8<sup>th</sup> Street (Ketchum lot 2A, Block 22). The applicant is proposing to construct a third floor addition to the existing structure, with the intent to add four residential units to the existing commercial uses on site.

The lower level of the building will contain a combination of office space, a meeting room and two (2) parking spaces. The main floor will contain two (2) office spaces on the south side (8<sup>th</sup> Street) of the building, and two

(2) live-work units on the north side of the property. The third floor of the building will contain two (2) residential units.

### ANALYSIS

The purpose of the Design Review is to maintain and enhance appearance, character, beauty and function of the city, to ensure that new development is complementary to the design of existing city neighborhoods and to protect and enhance the economic base of the city of Ketchum. Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Non-residential use;
2. Public or semi-public use;
3. Multi-family dwellings, including attached and detached townhomes;
4. Mixed use; and
5. Any structure with an original construction date of 1940 or earlier.

Design Review approval may be granted by the Commission only if the applicant demonstrates that:

- The project does not jeopardize the health, safety or welfare of the public.
- The project conforms to all applicable standards and criteria as set forth in this chapter, 17.96: Design Review, and any other standards as adopted or amended by the City of Ketchum from time to time.

Upon receipt of the complete application and noticing of the application for Conditional Use Permit Application staff has recommended to the applicant to continue the Design Review Application to the November 28, 2016 meeting in order to refine the design of the right of way (ROW) so that the ROW meets with current city of Ketchum standards.

As such staff has not attached the plans and exhibits initially submitted with the application since the designs are being revised. All exhibits will be attached to the staff report that is prepared for the meeting that the application is continued to. The application is attached; however, staff notes that the percent of building coverage, parking allocation, and right of way configurations may change subject to the revised dimensions of the proposed development.

### COMMISSION OPTIONS

1. **Continuation of the Application:** "Motion to continue the Design Review application from owner Doug Webb and Representative Ruscitto Latham Blanton, located at 191 East 8<sup>th</sup> St., to a date certain of November 28, 2016."

### RECOMMENDED CONDITIONS

None at this time



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**REGULAR MEETING OF November 14, 2016**

**PROJECT:** NexStage Theater Performing Arts Center

**FILE NUMBER:** #16-075

**OWNERS:** Sun Valley Performing Arts Center 501(c) 3

**REPRESENTATIVE:** Michael Doty Associates, Architects

**REQUEST:** Pre-Application Design Review approval of new construction of a place of assembly to replace an existing place of assembly.

**LOCATION:** 120 South Main Street AND 111 South Leadville Avenue  
(Ketchum, Lot 4, Block 1 AND Ketchum Lot 8, Block 1)

**ZONING:** Commercial Core (CC), Subdistrict A

**OVERLAY:** None

**NOTICE:** Notice was mailed to adjacent property owners on October 10, 2016.

**REVIEWER:** Carl Anderson, Associate Planner

INTRODUCTION

The Pre-application Design Review is an open discussion between the applicant, the Planning and Zoning Commission, and the public.

The site property is located in subdistrict A, Retail Core of the Community Core (CC) district. The site contains one existing building, located on Ketchum Lots 1 and 8 of Block 1. The applicant is proposing to entirely demolish the existing NexStage Theater Building and replace it with a new place of assembly, to be used as a theater, and for uses accessory to a theater operation. The applicant is proposing to construct a three story building with theater space on the first floor, meeting space on the second floor, and theater office space on all three floors. A portion of the second floor space will be open to the theater space below, located on the first floor.

ANALYSIS

The purpose of Pre-Application Design Review is to allow the Commission to exchange ideas and give direction to the applicant on the “design concept”, keeping in mind the purpose of this chapter and the application of

the evaluation standards. Design Review approval may be granted by the Commission only if the applicant demonstrates that:

- The project does not jeopardize the health, safety or welfare of the public.
- The project conforms to all applicable standards and criteria as set forth in this chapter, 17.96: Design Review, and any other standards as adopted or amended by the City of Ketchum from time to time.

Attachment C details the items that the applicant has addressed regarding the city of Ketchum’s Design Review standards. Should the Commission agree the Commission may allow the applicant to move forward with Design Review and may attach additional conditions to approval as it determines necessary to ensure the health, safety, or welfare of the public. All conditions must cite the appropriate standard for imposing such condition. Such conditions include, but are not limited to:

- Ensuring compliance with applicable standards.
- Requiring conformity to approved plans and specifications.
- Requiring security for compliance with the terms of the approval.
- Minimizing adverse impact on other development.
- Controlling the sequence, timing and duration of development and ongoing maintenance.
- Requiring more restrictive standards than those generally found in the Ketchum Municipal Code.

#### Pre-Application

The Commission must consider Pre-Application Design Review of the NexStage Theater Performing Arts Center application as it relates to the criteria used for evaluating such applications and in the context of exchanging ideas and giving direction to the applicant on the “design concept.” The Commission has the option of moving the application forward to Design Review or continuing the Pre-Application Design Review discussion to a subsequent meeting. If the Planning and Zoning Commission chooses to move the application forward to Design Review, staff recommends requiring any design changes or conditions the Commission would like to see. The commission may require additional conditions based on finds received through public comment, testimony, or other discovery.

#### COMMISSION OPTIONS

1. **Advance the application to Design Review.** “Motion to advance the application from Sun Valley Performing Arts Center for Pre-Application Design Review to Design Review with the following conditions/design changes [Commission to insert conditions/design changes].”
2. **Continuation of the Application.** “Motion to continue the application from Sun Valley Performing Arts Center for Pre-Application Design Review to a date certain of [insert date of meeting] in order to address the following design changes [Commission to insert design changes]”.

#### RECOMMENDED CONDITIONS

None at this time

#### **ATTACHMENTS:**

- A. Table 1. Requirements for All Applications
- B. Table 2. Zoning Standards Analysis
- C. Table 3. Design Review Standards
- D. Table 4. Design Review Standards for Community Core Projects
- E. Application



- F. Plans
  - a. Survey, existing conditions, dated November 2, 2016
  - b. Pre-Application Design Review submittal dated November 2, 2016
  - c. 3-D View Study, dated November 2, 2016
  - d. Existing Site Photos, dated November 2, 2016
- G. Public Comments Received

Attachment A.

Table 1: Requirements for All Applications

City Department Comments			
Compliant			
Yes	No	N/A	City Code
			City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.040
Complete Application			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Police Department:</b> <ul style="list-style-type: none"> <li>No comments provided.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Fire Department:</b> <ol style="list-style-type: none"> <li>It is the General Contractor's responsibility to understand and adhere to all Fire Protection Ordinance #1125 requirements in addition to any and all other City of Ketchum requirements in effect at the time of Building Permit issuance. Failure to comply with all local ordinances and codes may result in project work stoppage as well as criminal penalties.</li> <li>The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances.</li> <li>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.</li> <li>Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A <b>minimum</b> 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.</li> <li>An approved automatic fire sprinkler system shall be installed throughout the building per City of Ketchum Ordinance #1125 (<a href="http://www.ketchumfire.org">www.ketchumfire.org</a>) 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. <b>Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements.</b> 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.</li> <li>NOTE: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshals 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.</li> <li>An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance #1125 (<a href="http://www.ketchumfire.org">www.ketchumfire.org</a>) 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.</li> <li>A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Each required commercial kitchen exhaust hood and duct system required by Section 609 of the 2012 International Fire Code to have a Type I hood shall be protected with an approved automatic fire-extinguishing system installed in accordance with this code.</li> <li>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</li> <li>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.</li> <li>Inspections of fire department permit required installations shall be scheduled at least 48 hours in advance.</li> <li>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 <a href="http://www.ketchumfire.org">www.ketchumfire.org</a>.</li> </ol>

			<p>13. 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 <a href="http://www.ketchumfire.org">www.ketchumfire.org</a>.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Public Works:</b></p> <ol style="list-style-type: none"> <li>1. Curb lines should match existing curbs on Main St. and Leadville Ave. Provide ADA corner ramps. An additional ramp may be needed if any on-street parking spots will be marked handicap. The 8' sidewalk on 1st Street should work with final locations of street lights, street trees (if desired by the city), and bike racks to be approved by the Public Works Dept.</li> <li>2. The curb at the trash collection site, located at the rear end of the building, will be a rolled curb.</li> <li>3. The raised planters near parking will create potential parking issues. Applicant will coordinate and gain approval from the Public Works Department and City Engineer at Design Review for final planter locations.</li> </ol>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Utilities:</b></p> <ol style="list-style-type: none"> <li>1. Lot 4 is served with a fire line with 1" domestic service off the fire line. Lot 8 has a 1" service that is off Leadville Ave. If either of these lines are not used they must be cut and capped at the main.</li> <li>2. We also have a sampling site / frost-free hydrant at the end of the old KSW line that terminates at the sidewalk at the entrance to the vacated alley off First Street East. This frost free is also used to circulate the dead end of the KSW line. This frost free must be kept active or a new circulation / sample site be installed on the main near the last service and the main will be cut, capped, and abandoned at that point.</li> <li>3. There is no sewer stub to lot 8. Service is available off First St. or Leadville. Lot 4 is served off First St. and may be reused.</li> </ol>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Parks/Arborist:</b></p> <ol style="list-style-type: none"> <li>1. Four tree locations along First Street East look good; will need specs on species, size of tree and design of irrigation, electrical (if any) and tree grate/guard.</li> </ol>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Building:</b></p> <ul style="list-style-type: none"> <li>• Building must meet 2012 International Building Codes.</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>Planning and Zoning:</b></p> <ul style="list-style-type: none"> <li>• Comments are denoted throughout the staff report.</li> </ul>

Attachment B.

Table 2: Zoning Standards Analysis

Compliance with Zoning District				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Regulation	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	<b>Lot Area</b>
			<i>Staff Comments</i>	Building Lot Coverage: Permitted: 100% Proposed: 88.0% lot size at 12,108 sf / Building coverage at 10,660 sf
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Height</b>
			<i>Staff Comments</i>	<b>Required:</b> A maximum building height of 42' feet is permitted. <b>Proposed:</b> The maximum building height proposed is 42'.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Setbacks</b>
			<i>Staff Comments</i>	<b>Required:</b> Front (Main St): 0' Side (First St): 0' Side: 0' Rear(Leadville): 0' <b>Proposed:</b> Front (Main St): 32'-0" min. Side (Leadville): 6" Side: 0' Rear: 11.5" at building; 0" at overhang
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.140	<b>Curb Cut</b>
			<i>Staff Comments</i>	<b>Required:</b> A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking. <b>Proposed:</b> No curb cut is proposed. Rolled curbs are proposed for access to the dumpster and loading area. This is described in Table 3.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12.125.020.A.2 & 17.125.050	<b>Parking Spaces</b>
			<i>Staff Comments</i>	<b>Required:</b> The off street parking standards apply when an existing structure or use is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use. <b>Proposed:</b> The existing building has non-conforming parking as there is no existing parking onsite. The proposed new construction will have additional seating based on the expanded theater. The code requires that onsite parking be provided to accommodate the additional seating. At this time with the pre-application design review, the applicant is interested in receiving as much additional feedback from the commission as possible.

## Attachment C.

Table 3: Design Review Standards for all projects

IMPROVEMENTS AND STANDARDS: 17.96.060				
Yes	No	N/A	City Code	City Standards and Staff 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>Staff Comments</i>	<i>The property is currently served by a public streets.</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>Staff Comments</i>	<i>The applicant states that final street reconfiguration of First Street East will be coordinated at the time of final design review approval to meet the discretion the City Engineer / Public Works Director.</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>Sidewalks currently serve the site on Main Street, First Street East and Leadville Avenue; the applicant will reconstruct the sidewalks on First Street and Leadville to meet current standards as necessary, and as approved by the City Engineer / Public Works Director. The applicant proposes to assess the condition of the sidewalk on Main Street at a later date to determine if it will need to be reconstructed.</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>Staff Comments</i>	<i>Sidewalks will be constructed to conform to City's right-of-way standards, subject to modifications as approved by the City Engineer / Public Works Director. The applicant states that the sidewalks on Main Street and Leadville Avenue will remain in the current configuration, and First Street East sidewalks will be reconstructed to eight (8') feet.</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"> <li>a. The project comprises an addition of less than 250 square feet of conditioned space.</li> <li>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.</li> </ul>
			<i>Staff Comments</i>	<i>Neither criteria a. nor b. are applicable due to the size and scale of the proposed development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(4)	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			<i>Staff Comments</i>	<i>All sidewalks meet this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(5)	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			<i>Staff Comments</i>	<i>The existing sidewalks connect to adjacent sidewalks, and all reconstruction will connect to adjacent sidewalks as well. The final</i>

				<i>design of the sidewalk improvements will be coordinated with and approved by the City Engineer / Public Works director.</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>Staff does not recommend a contribution in-lieu 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>Staff Comments</i>	<i>The applicant states that storm water shall be directed to internal roof drains and retained on site. The applicant is proposing to install a drywell located on the north side of the property, connected by a twelve (12') inch line. Final design of drainage improvements will be coordinated at the time of final Design Review approval.</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>Staff Comments</i>	<i>The applicant will provide drainage improvements equal in length to the subject property adjacent to public streets. Final design of drainage improvements will be coordinated at the time of final Design Review approval.</i>
<input checked="" type="checkbox"/>	<input 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>The applicant shall coordinate with the City Engineer at the time of Design Review for any additional drainage improvements as necessary.</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>Staff Comments</i>	<i>Any drainage facilities within the public right-of-way shall meet the requirements of the Public Works Department. The applicant is proposing the installation of a drywell on the north side of the property, connected by a twelve (12'') inch line. The final design of drainage facilities shall be submitted at the time of final design review.</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>Staff Comments</i>	<i>The applicant is aware of this requirement and has provided preliminary engineered plans for all utilities necessary for the development. The final design shall be submitted at the time of final Design Review.</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>Staff Comments</i>	<i>The applicant is aware of this requirement and will provide all utilities necessary for the development. All utilities appear to 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>Staff Comments</i>	<i>The applicant proposes the installation and payment of two 2-inch SDR11 fiber optic conduit, which shall be done in accordance with the City of Ketchum standards at the discretion of the City Engineer.</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 applicant will submit an exterior materials board at the time of final Design Review. The applicant has described the materials in the narrative and is working to finalize exact material selections.</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>No landmarks have been identified on the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>The existing structure was built after 1940. The proposed project will be all 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>Staff Comments</i>	<i>The proposed Main Street ground floor theater lobby entrance will be emphasized and clearly defined by the outdoor plaza, which will guide pedestrian access from the adjacent sidewalk. The proposed lighting in the soffit and decorative pavers, or colored concrete is intended to visually offset the entry plaza area and direct pedestrian traffic. To further define the entryway, signage is proposed along the west-facing end of the egress stair along First Street East.</i>  <i>The egress door and the entrance door, located on the north side of the building (First Street East) will have a five (5') foot overhang above them, which will extend into the proposed eight (8) foot side walk, providing definition to the entryway. Of the two doors, the west-most door is intended as an egress door to a fire stair and the east-most is intended as an entrance to the back-of-house theater area.</i>  <i>One additional egress door to a fire stair will be located on the east side (Leadville Avenue) of the building.</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>Staff Comments</i>	<i>The north façade, which fronts First Street East, is approximately two-hundred and twenty (220') feet in length and the vertical mass is broken up by variations in façade materials and undulation in the building.</i>  <i>The main entrance of the building is located on the western end of the north façade, at the corner of Main Street and Frist Street east. Glass windows wrap around the first floor of the building on the north west side to create a transparent entryway to the ground floor lobby. At this</i>

				<p>location of the building, the second floor is cantilevered above the first floor and there are large scale windows on the north and west façade of the cantilevered portion of the building. The windows and cantilevered segments serve to break up the vertical and horizontal massing of the building.</p> <p>The remainder of the north faced is broken up by changes in material, arrays of windows, and a roof overhang extending the length of the building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(3)	<p>There shall be continuity of materials, colors and signing within the project.</p> <p><i>Staff Comments</i></p> <p>The applicant states that the buildings materials are being designed to bring warmth through the use of Prodema pressed wood panels, and the form will create human scale texture as well. The façade is clad in a combination of Prodema pressed wood panels and standing seam zinc siding. The standing seam siding is arranged vertically and visually gives the impression of pleats, which create undulation along the façade, and are intended to invoke the texture found in a theater curtain. The roof overhangs will be constructed of steel, carrying a horizontal steel element through the north and west facades that complement the use of steel standing seam on the north façade, and a steel balcony on the west façade.</p> <p>Final material boards will be submitted with Design Review.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(4)	<p>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</p> <p><i>Staff Comments</i></p> <p>The proposed landscape features are located in the plaza area on the front of the building (Main Street, wrapping around the corner to First Street East), and along the sidewalk on the north side (First Street East) of the building.</p> <p>The proposed landscape features consist of raised planters and seating platforms at both the plaza and along First Street East. The landscape features will consist of wood (or wood look) and steel materials, intended to complement the building. F</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(5)	<p>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</p> <p><i>Staff Comments</i></p> <p>The elevation views provided demonstrate that the building walls provide variation, including undulations on all street-facing facades. The applicant has used pleats along the north façade, which are set in to provide shadow and depth to the façade. Changes in material and roof curb height are also used to break up the building bulk.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(6)	<p>Building(s) shall orient towards their primary street frontage.</p> <p><i>Staff Comments</i></p> <p>The front entrance of the building orients primarily towards Main Street, which is considered the front of the building. The entrance is located on the corner of Main Street and First Street East, and the entrance is setback from street and has a generously sized plaza that brings attention to the front entrance of the building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(7)	<p>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</p>



			<i>Staff Comments</i>	<i>Plans indicate garbage, recycling and mechanical areas will be screened and/or enclosed. The garbage enclosure will be located on the southeast corner of the lot, and enclosed within the building, shielded by an overhead garage door, on the Leadville Ave side of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(8)	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			<i>Staff Comments</i>	<i>Plans indicate that pedestrians will be sheltered by roof overhangs at the main entry and north facing exterior doorways. The shelter above the north facing doorways will either be angled in such a way, or guttered as to prevent water from dripping or snow from sliding onto pedestrians below.</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 site is currently well connected and there are no additional anticipated easements or pathways. The applicant is proposing to expand the sidewalk on First Street East to an eight (8') foot wide sidewalk. The sidewalks on all sides of the property will connect with existing pathways, provided ADA compliant corner ramps are installed. An additional ramp may be necessary if any on-street parking spots are to be marked handicapped.</i>  <i>The applicant proposes that they will provide four (4) bike racks able to accommodate a total of eight (8) bikes on site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>The proposed side walk for First Street is an 8' sidewalk. The awnings extending over the egress door and the entrance door, located on the north façade of the building, will extend 5' from the face of the façade. These awnings will not extend within 2' of parking or travel lanes within 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>The project will remove the existing bulb out on First Street East, and convert the existing angled parking to parallel parking; both of these actions will facilitate improved traffic flow around the site. Bicycle parking is being provide onsite, and the sidewalks will adequately serve pedestrians.</i>  <i>The building footprint utilizes the majority of the site, and therefore there will be no ingress and egress of vehicles in and out of the site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	<p>There are no curb cuts proposed for this project. The applicant is proposing two short sections of rolled curb. One section of the proposed curb is intended to accommodate the mechanics of the dumpster glider located on the southeast corner of the property, on Leadville Ave. The applicant states that they have coordinated with Clear Creek Disposal to locate the garbage storage room to prevent the trash collection truck into the intersection of First Street East and Leadville Ave. The second section of the proposed rolled curb will be located on the north side of the building, in front of the load-in area. The proposed rolled curb on the north side of the building will be 20' long.</p> <p>An additional ramp may be necessary if any parking spots are to be marked handicapped.</p>
<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>Staff Comments</i>	<i>The site plan, which includes an off-street parking/loading area, is adequate to accommodate garbage, emergency vehicles, and other similar service vehicles.</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>Staff Comments</i>	<i>The applicant does not propose snow storage on site. The applicant states that concrete sidewalk will either be snow melted with hydronic heat tubing or that snow will be removed off-site with final determination submitted for design review.</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>Staff Comments</i>	<i>The applicant does not propose snow storage on site. There is no on-site parking proposed, negating the need for dedicated on-site snow storage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(3)	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty five (25) square feet.
			<i>Staff Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(4)	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Staff Comments</i>	<i>In lieu of providing snow storage areas, the applicant is proposing to either melt the snow on site with hydronic heat tubing, or to remove snow off-site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(1)	Landscaping is required for all projects.
			<i>Staff Comments</i>	<i>The applicant is proposing street trees and low raised-planter strips along First Street East.</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>Staff Comments</i>	<i>The landscape plan is preliminary. This is an urban downtown site and landscaping will be comprised of street trees and planter boxes. Street trees and plantings will be reviewed and approved by the City Arborist at the time of Design Review.</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>Staff Comments</i>	<i>The applicant shall coordinate with the City arborist to select the appropriate trees, shrubs, grasses and perennials, prior to submittal for Design Review.</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>Staff Comments</i>	<i>Substantial landscaping is proposed on the Main Street frontage in the plaza area. Landscaping is also interspersed along the perimeter of the site. Landscaping is not proposed on the east side of the site (Leadville Ave), which is the rear of the property. The proposed use is compatible with surrounding land uses, additionally landscaping above and beyond what is currently proposed is not necessary.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(J)(1)	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.
			<i>Staff Comments</i>	<i>The applicant is proposing that eight foot (8') sidewalks be installed along First Street East. Additionally, the covered outdoor plaza will have planters and benches. The applicant will coordinate with the Public Works Department at the time of Design Review, and all sidewalks and public amenities will be designed in accordance with Design Review standards.</i>

## Attachment D.

Table 4: Design Review Standards for Community Core Projects

<b>IMPROVEMENTS AND STANDARDS: 17.96.070 - Community Core (CC) Projects</b>				
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 A(1)	Street trees, street lights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.
			<i>Staff Comments</i>	<i>The applicant will coordinate with the Public Works Department to ensure that the approved design for street trees, street lights, street furnishings, and all other street improvements are installed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(A)(2) Streets	Street trees with a minimum caliper size of three (3") inches, shall be placed in tree grates.
			<i>Staff Comments</i>	<i>The applicant will coordinate with the City Arborist to ensure that all specified street trees are installed according to City requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(A)(3)	Due to site constraints, the requirements if this subsection 17.96.070.A may be modified by the Public Works Department.
			<i>Staff Comments</i>	<i>N/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>The applicant has proposed the use of glazing and window openings, on the north, west, and east sides to break up solid surface. The south wall adjoins an interior side property line and will be designed to meet building code fire separation requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(2)	For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.
			<i>Staff Comments</i>	<i>The applicant has included storefront windows and doors into the theater entrance and along ground floor lobby areas. The proposed design includes glazing at the upper two levels located at the east end of the structure, intended to maximize natural lighting in the interior. The design also includes storefront windows at the black box and theater areas, to be screened with black-out shades during performances. The two egress stairs, located on the north and east side of the building, will include elements of glazing.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(3)	For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.
			<i>Staff Comments</i>	<i>The proposed design of the front facing façade does not obscure views into windows.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(4)	Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.

			<i>Staff Comments</i>	<i>The applicant is proposing the use of flat top roofs which will be drained internally. The use of steel brows will be incorporated to break up the structure and add depth to the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(5)	All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.
			<i>Staff Comments</i>	<i>The applicant is proposing the use of flat top roofs which will be drained internally.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(6)	Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.
			<i>Staff Comments</i>	<i>The applicant is proposing that the steel brow located below the drip edge at the roof, which is considered an overhang. The proposed overhang does not extend more than 3' into the public right of way. The proposed overhang shall be approved by the Public Works Department at the time of Design Review approval.</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</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 trash disposal area is located at the southeast corner of the building, which is the rear side of the building. The trash disposal area is fully enclosed within the building, and will be screened from public view using an overhead door.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(C)(2)	Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.
			<i>Staff Comments</i>	<i>The applicant will ensure that all roof and ground mounted mechanical and electrical equipment be fully screened from public view at the time of Design Review. Mechanical equipment will not exceed 10' over the maximum building height and must be set back a minimum of 10' from property lines. The design will be compatible with the overall building design.</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>N/A</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>The applicant is proposing five trees total. Four of the trees are located along First Street East, and one tree is located in the plaza on the Main Street side of the site. Three of the trees on the First Street East side of the property will be placed in tree wells and covered by tree grates. The applicant is proposing that the tree located on the southwest side of the plaza (Main St.) and one tree on the north side of the lot (First Street East), be incorporated into bench high planter boxes. The planter on First Street East is located midway along the property so as to not impair the vision of traffic. Trees proposed in planter boxes deviate from standard of tree wells covered by grates.</i>

				<i>The applicant shall coordinate with and gain approval from the City engineer and the City arborist at time of Design Review.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(D)(3)	The city arborist shall approve all parking lot and replacement trees.
			<i>Staff Comments</i>	<i>N/A</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</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</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>The applicant is proposing that one tree along First Street East and on tree one tree located in the plaza on the southwest end of the lot will be placed in bench high planter boxes. Three trees located along First Street East will be placed in tree wells and covered by tree grates as approved by the City engineer. Additionally, low plantings in four raised planters are proposed along the sidewalk of First Street East.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(1)	One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development.
			<i>Staff Comments</i>	<i>The applicant proposes that they will seek to provide four (4) bike racks able to accommodate a total of eight (8) bikes, on site. The applicant further suggest the use of a summer use only removable "bike corral" placed within the 8' width of curbside parallel parking area.</i>  <i>Bike racks are being proposed at the applicant's volition. The applicant is not proposing any on-site parking that bike racks would be required in connection with.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(2)	When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half (1/2) shall be adjusted to the next highest whole number.
			<i>Staff Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(3)	Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than fifty (50') feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.
			<i>Staff Comments</i>	<i>The applicant will locate the bicycle racks no less than fifty feet from entrance of the building. The proposed bike racks currently run perpendicular to pedestrian traffic. The applicant is proposing that one bike rack be located nearest the rear of the building.</i>



**City of Ketchum  
Planning & Building**

**23**

**OFFICIAL USE ONLY**

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

**Design Review Application**

**APPLICANT INFORMATION**

Project Name: NexStage Theater Performing Arts Center	Phone: 650-740-2456
Owner: Sun Valley Performing Arts Center 501(c)3; Tim Mott, Director	Mailing Address: PO Box 1702; Ketchum, Idaho 83340
Email: tim@mottventures.com, jim.d.garrison@outlook.com	
Architect/Representative: Michael Doty Associates, Architects	Phone: 208-726-4228
Email: brenda@mda-arc.com	Mailing Address: PO Box 2792; Ketchum, Idaho 83340
Architect License Number: AR-1612	
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 Lot 4, Block 1; West 10' of Alley AND Ketchum Lot 8, Block 1; East 10' of Alley; located within Sec 18, T.4 N., R.18 E., B.M.

Street Address: current addressing: 120 South Main Street and 111 South Leadville Avenue [subject to change following Fire Department direction]

Lot Area (Square Feet): 12,108 SF

Zoning District: CC, subdistrict A

Overlay District:  Floodplain  Avalanche  Mountain

Type of Construction:  New  Addition  Remodel  Other

Anticipated Use: Place of assembly      Number of Residential Units: 0

**TOTAL FLOOR AREA**

	Proposed	Existing
Basements	7,456 SF (not counted in F.A.R.)      Sq. Ft.	--      Sq. Ft.
1 <sup>st</sup> Floor	9,497 SF      Sq. Ft.	--      Sq. Ft.
2 <sup>nd</sup> Floor	6,648 SF      Sq. Ft.	--      Sq. Ft.
3 <sup>rd</sup> Floor	1,713 SF      Sq. Ft.	--      Sq. Ft.
Mezzanine	--      Sq. Ft.	--      Sq. Ft.
Total	25,374 GSF; 17,858 F.A.R.      Sq. Ft.	--      Sq. Ft.

**FLOOR AREA RATIO**

Community Core: 1.47 proposed, 1.0 permitted      Tourist: --      General Residential-High: --

**BUILDING COVERAGE/OPEN SPACE**

Percent of Building Coverage: 88.0% (building coverage @ 10,660 SF / lot size @ 12,108 SF)

**DIMENSIONAL STANDARDS/PROPOSED SETBACKS**

Front: 32'-0" min. proposed, 0 ft allowed      Side: 0" prop'd, 0 ft allowed      Side: 6" prop'd, 0 ft allowed      Rear: 11.5" @ building, 0" @ overhang, 0 ft allowed

Building Height: 42 feet proposed, 42 feet allowed

**OFF STREET PARKING**

Parking Spaces Provided: 0

Curb Cut: 0      Sq. Ft.      0      %

**WATER SYSTEM**

Municipal Service       Ketchum Spring Water

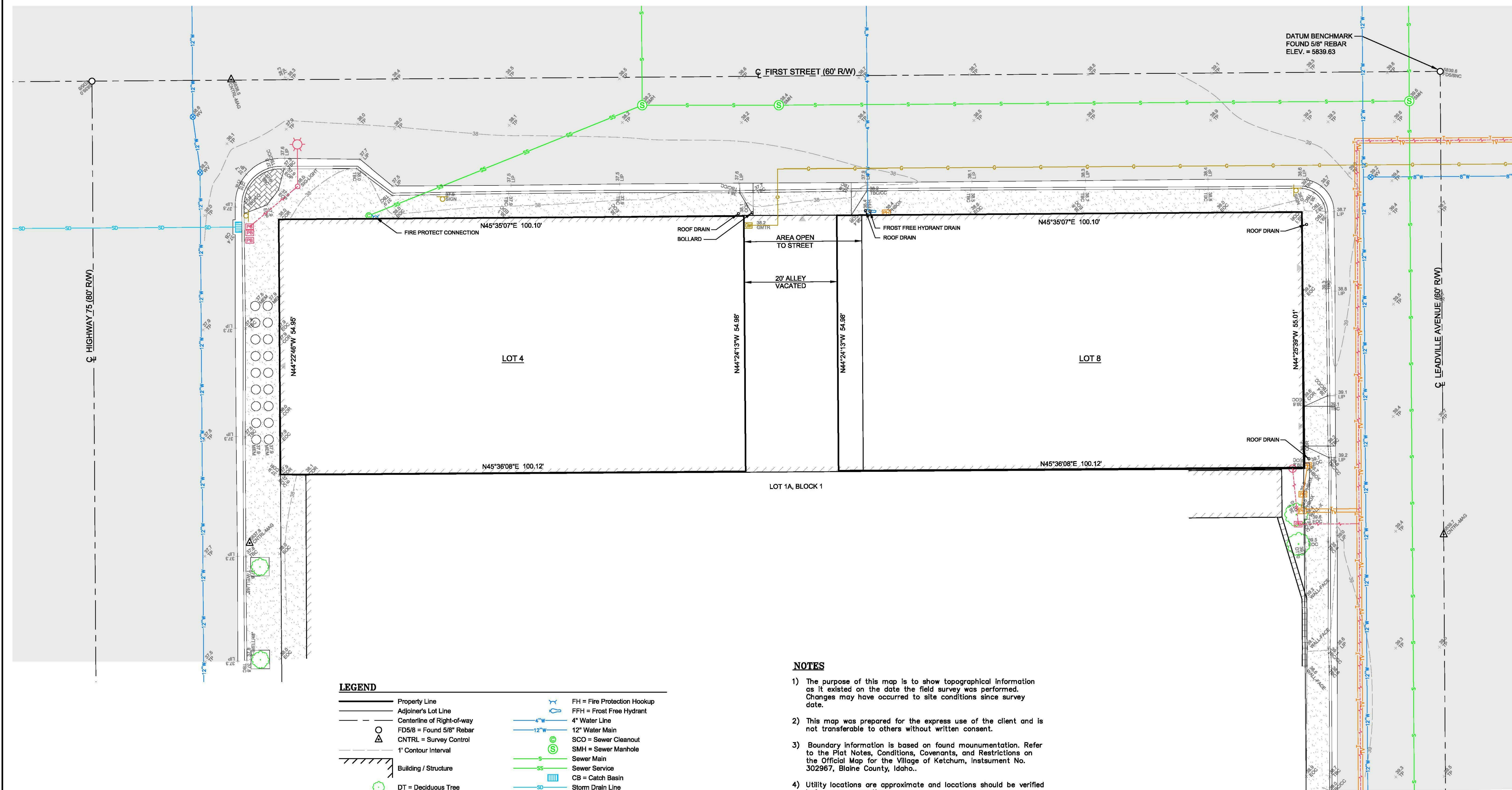
The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned,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

---

Signature of Owner/Representative

Date

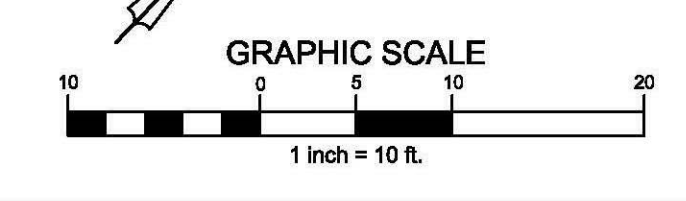




**LEGEND**

—	Property Line	—	FH = Fire Protection Hookup
—	Adjainer's Lot Line	—	FFH = Frost Free Hydrant
—	Centerline of Right-of-way	—	4" Water Line
—	FD/5" = Found 5/8" Rebar	—	12" Water Main
△	CNTRL = Survey Control	—	SCO = Sewer Cleanout
—	1' Contour Interval	—	SMH = Sewer Manhole
—	Building / Structure	—	Sewer Main
—	DT = Deciduous Tree	—	Sewer Service
—	Asphalt	—	CB = Catch Basin
—	Concrete Sidewalk	—	Storm Drain Line
—	Pavers	—	Underground Power Line
—	Landscape Wall	—	Underground Television Line
—	SGN = Sign	—	Gas Main
—	PWRMTR = Power Meter	—	Underground Television Line
—	SIG-LIGHT = Turn Signal Light	—	CC = Curb Cut
—	PHBOX* = Handhole Power Box	—	ECC = Corner
—	PHBOX = Telephone Riser	—	EOC = Edge of Concrete
—	GMTR = Gas Meter	—	EOP = Edge of Pavers
		—	LIP = Lip of Gutter
		—	MEM = Memorabilia in Concrete
		—	TBC = Top Back of Curb
		—	TP = Top of Pavement

- NOTES**
- 1) The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date.
  - 2) This map was prepared for the express use of the client and is not transferable to others without written consent.
  - 3) Boundary information is based on found monumentation. Refer to the Plat Notes, Conditions, Covenants, and Restrictions on the Official Map for the Village of Ketchum, Instrument No. 302967, Blaine County, Idaho.
  - 4) Utility locations are approximate and locations should be verified before any excavation.
  - 5) Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.



A PARTIAL TOPOGRAPHIC MAP SHOWING  
**LOTS 4 AND 8, BLOCK 1, KETCHUM (NEXSTAGE THEATER)**  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR SUN VALLEY PERFORMING ARTS CENTER  
 PROJECT INFORMATION: P:\design\2015\swg\topo\215\_topo.dwg, 10/02/16 4:11:11 PM MDT  
 SHEET 1 OF 1

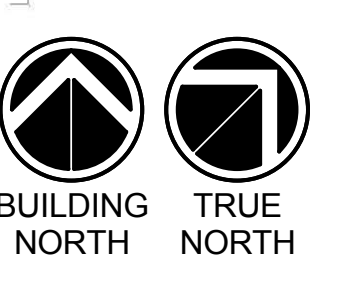
DESIGNED BY	DATE
CT	10/02/16
DRAWN BY	DATE
SMF	10/02/16
CHECKED BY	DATE

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 798-4612 fax  
 email: galena@galena-engineering.com

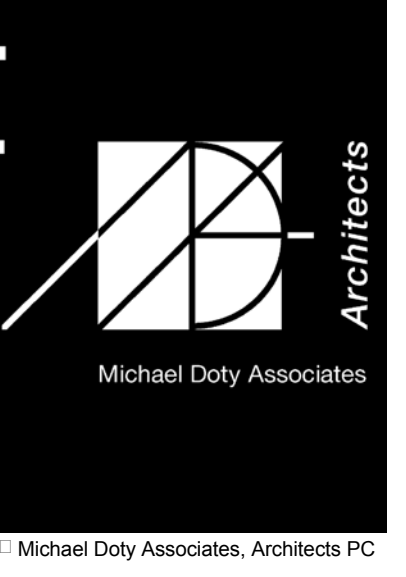
NO.	DATE	BY	REVISIONS

**TOPO**

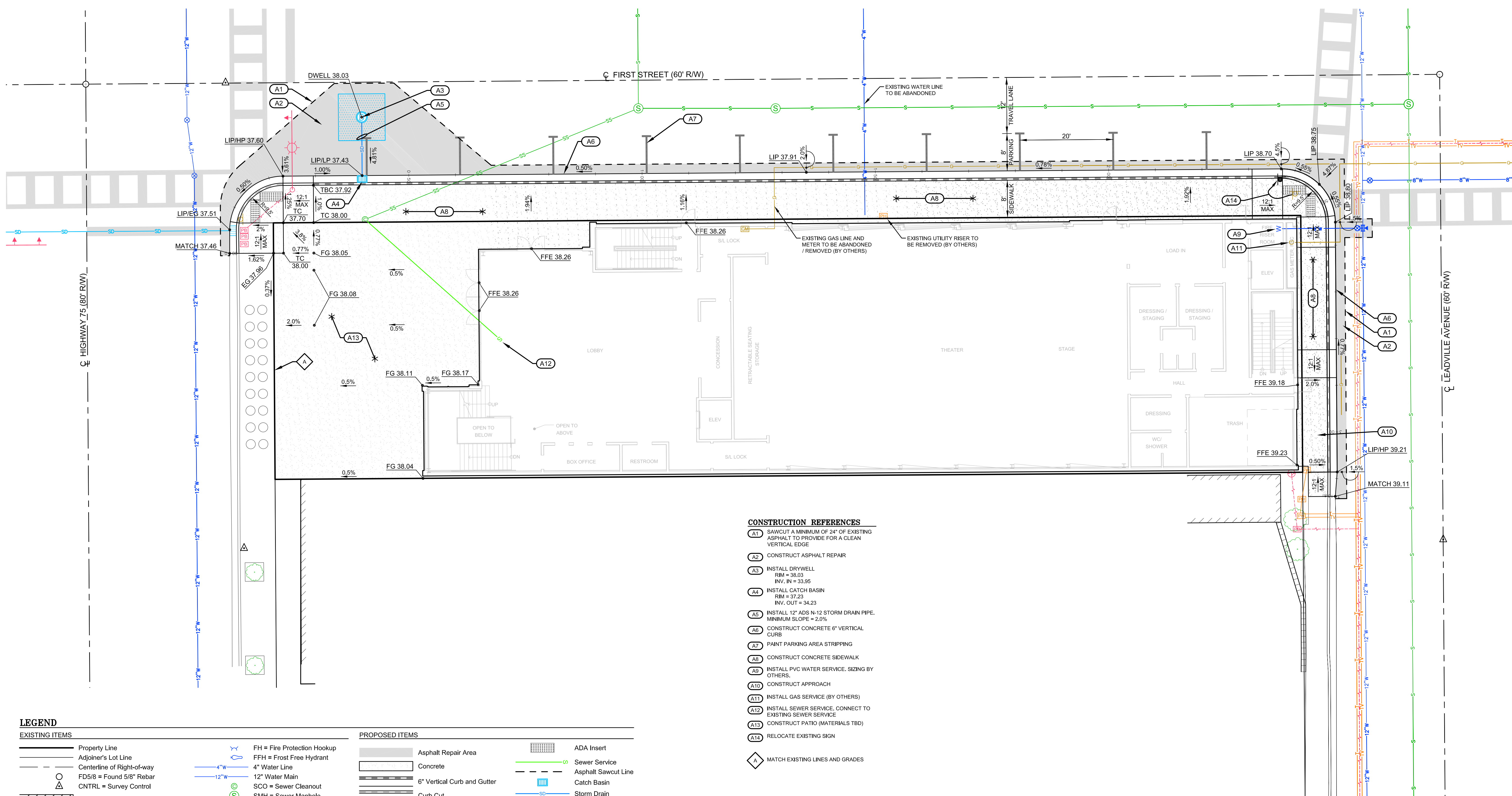
EXISTING TOPOGRAPHY / SURVEY



**NEXSTAGE THEATER PERFORMING ARTS CENTER**  
KETCHUM, IDAHO



NO	DATE	BY	REVISIONS
1	10/23/16	ADD	New Building as of 10/23/16



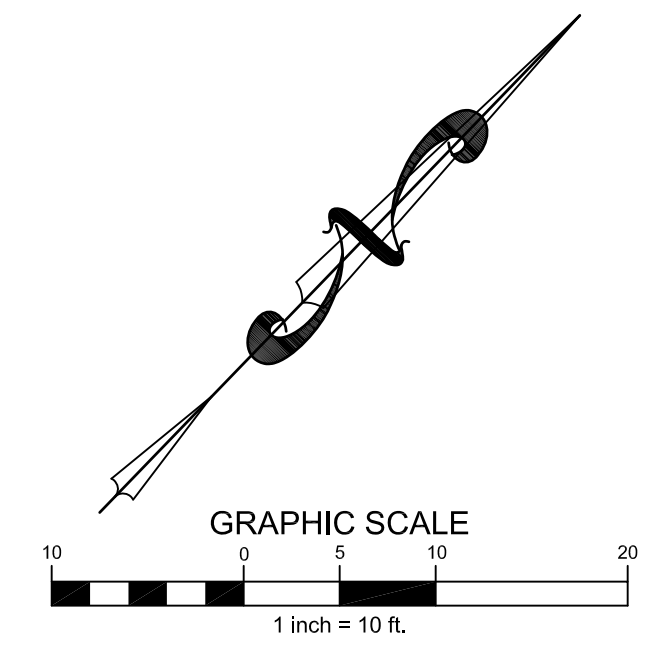
**CONSTRUCTION REFERENCES**

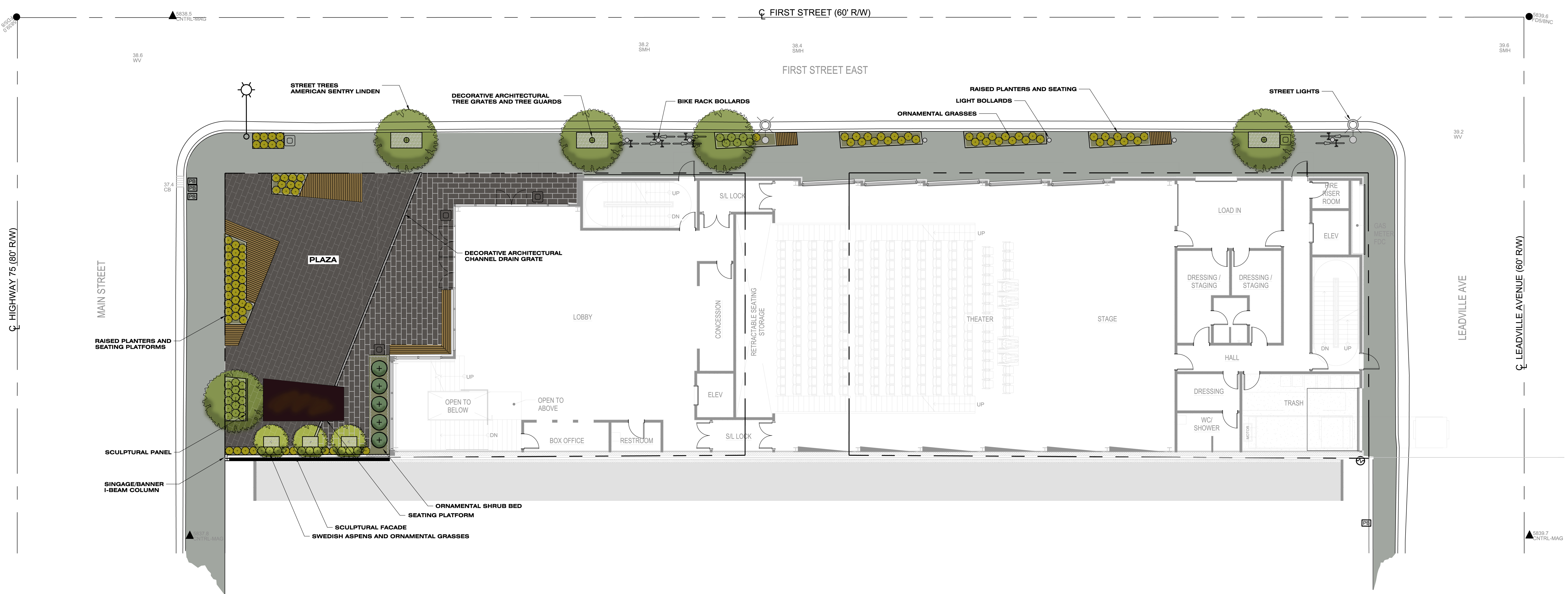
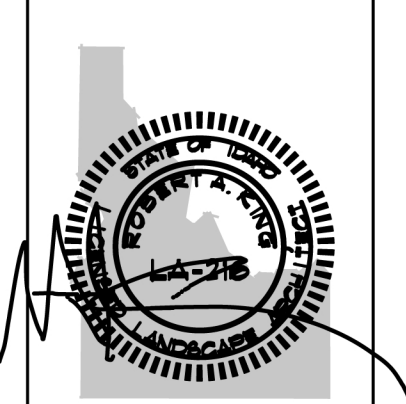
- A1 SAWCUT A MINIMUM OF 24" OF EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE
- A2 CONSTRUCT ASPHALT REPAIR
- A3 INSTALL DRYWELL  
 RIM = 38.03  
 INV. IN = 33.95
- A4 INSTALL CATCH BASIN  
 RIM = 37.23  
 INV. OUT = 34.23
- A5 INSTALL 12" ADS N-12 STORM DRAIN PIPE. MINIMUM SLOPE = 2.0%
- A6 CONSTRUCT CONCRETE 6" VERTICAL CURB
- A7 PAINT PARKING AREA STRIPPING
- A8 CONSTRUCT CONCRETE SIDEWALK
- A9 INSTALL PVC WATER SERVICE, SIZING BY OTHERS.
- A10 CONSTRUCT APPROACH
- A11 INSTALL GAS SERVICE (BY OTHERS)
- A12 INSTALL SEWER SERVICE, CONNECT TO EXISTING SEWER SERVICE
- A13 CONSTRUCT PATIO (MATERIALS TBD)
- A14 RELOCATE EXISTING SIGN
- A MATCH EXISTING LINES AND GRADES

**LEGEND**

<p><b>EXISTING ITEMS</b></p> <ul style="list-style-type: none"> <li>Property Line</li> <li>Adjoiner's Lot Line</li> <li>Centerline of Right-of-way</li> <li>FD5/8 = Found 5/8" Rebar</li> <li>CNTRL = Survey Control</li> <li>Building / Structure</li> <li>DT = Deciduous Tree</li> <li>Landscape Wall</li> <li>SGN = Sign</li> <li>PWRMTR = Power Meter</li> <li>SIG-LIGHT = Turn Signal Light</li> <li>PBOX* = Handhole Power Box</li> <li>PHBOX = Telephone Riser</li> <li>GMTR = Gas Meter</li> </ul>	<p><b>PROPOSED ITEMS</b></p> <ul style="list-style-type: none"> <li>Asphalt Repair Area</li> <li>Concrete</li> <li>6" Vertical Curb and Gutter</li> <li>Curb Cut</li> <li>Curb Transition</li> <li>Gas Service</li> <li>Water Service</li> <li>Water Main Fitting</li> <li>Thrust Block</li> <li>Water Valve</li> <li>Drywell</li> </ul>	<ul style="list-style-type: none"> <li>FH = Fire Protection Hookup</li> <li>FFH = Frost Free Hydrant</li> <li>4"W = 4" Water Line</li> <li>12"W = 12" Water Main</li> <li>SCO = Sewer Cleanout</li> <li>SMH = Sewer Manhole</li> <li>Sewer Main</li> <li>Sewer Service</li> <li>CB = Catch Basin</li> <li>SD = Storm Drain Line</li> <li>Underground Power Line</li> <li>Underground Television Line</li> <li>Gas Main</li> <li>Underground Television Line</li> <li>ADA Insert</li> <li>Sewer Service</li> <li>Asphalt Sawcut Line</li> <li>Catch Basin</li> <li>Storm Drain</li> <li>Sign</li> </ul>
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**PRELIMINARY  
NOT FOR CONSTRUCTION**

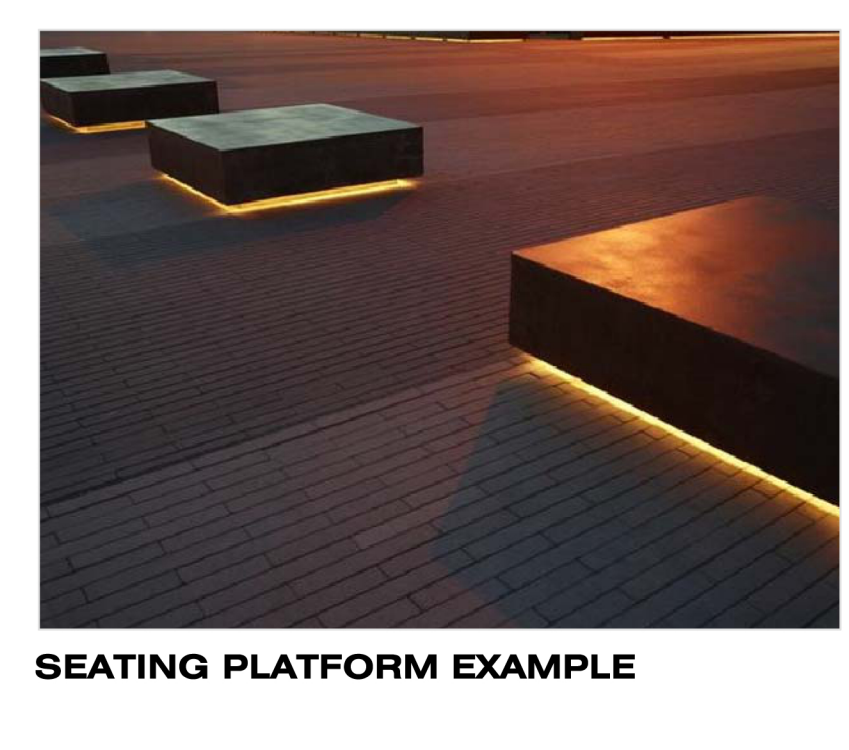




PLANTER/SEATING PLATFORM EXAMPLE



RAISED PLANTER/SEATING PLATFORM MODEL



SEATING PLATFORM EXAMPLE



BIKE RACK BOLLARDS



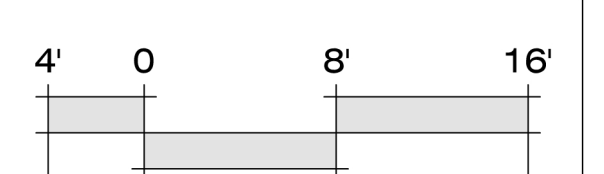
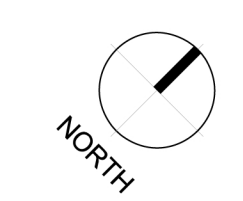
DECORATIVE ARCHITECTURAL TREE GRATES EXAMPLE



DECORATIVE ARCHITECTURAL DRAIN GRATE EXAMPLE

# PRELIMINARY LANDSCAPE PLAN

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

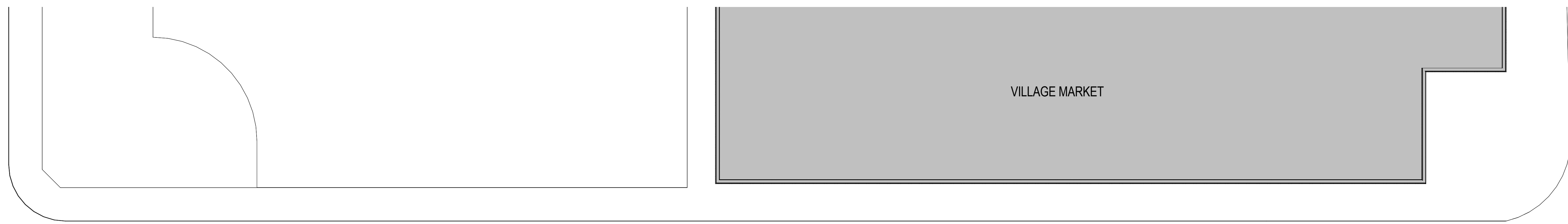


**nexStage Theatre**  
LOTS 4 & 8, BLOCK 1  
120 NORTH MAIN STREET  
KETCHUM, IDAHO

DATE: 11/1/2016  
PRE-APPLICATION  
DESIGN REVIEW

LANDSCAPE  
PLAN  
**L-3**

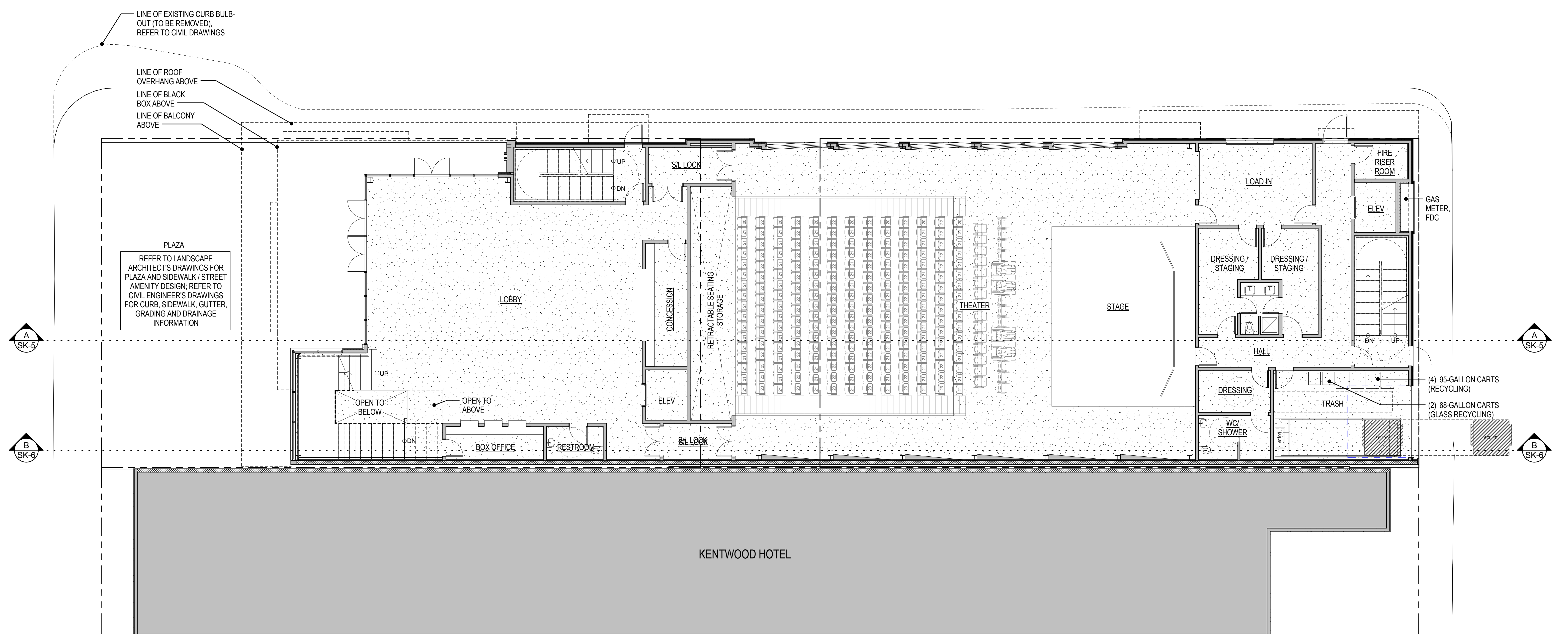
OWNERSHIP OF DOCUMENTS: THIS ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREIN (I.E. DESIGN, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF CLEMENS ASSOCIATES LLC. AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF CLEMENS ASSOCIATES LLC.



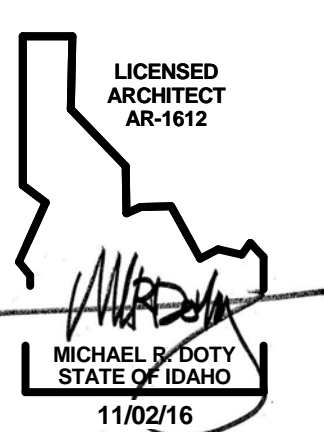
FIRST STREET EAST  
(60' RIGHT OF WAY)

MAIN STREET  
(80' RIGHT OF WAY)

LEADVILLE AVENUE  
(60' RIGHT OF WAY)

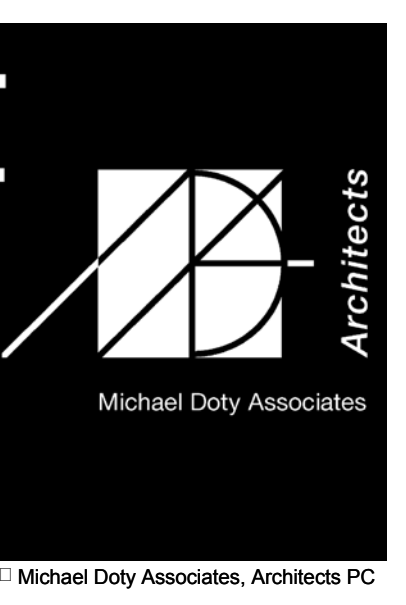


PROPOSED SITE PLAN

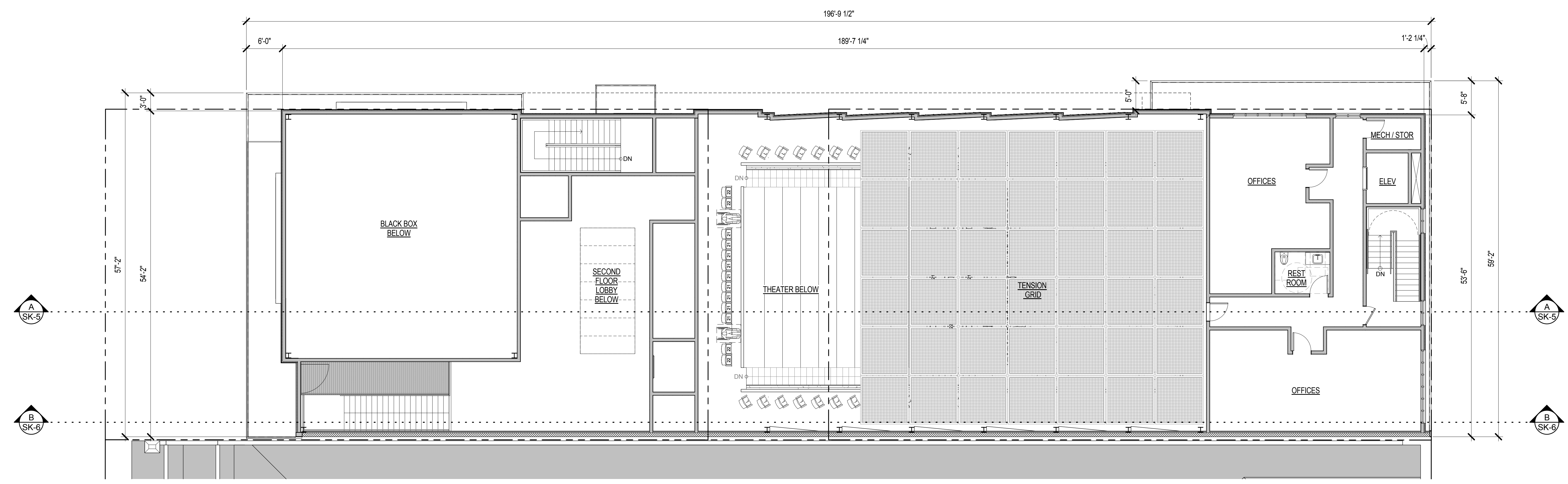


NEXSTAGE THEATER PERFORMING ARTS CENTER  
KETCHUM, IDAHO

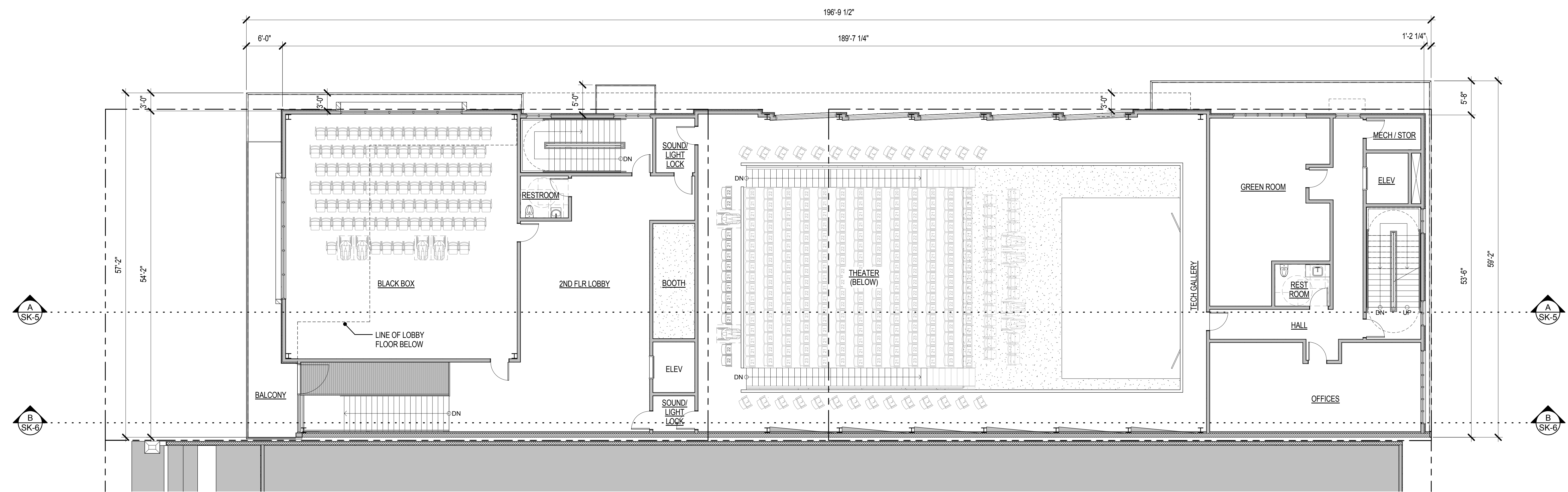
CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
NOVEMBER 02, 2016







PROPOSED THIRD FLOOR PLAN



PROPOSED SECOND FLOOR PLAN

1" = 8'

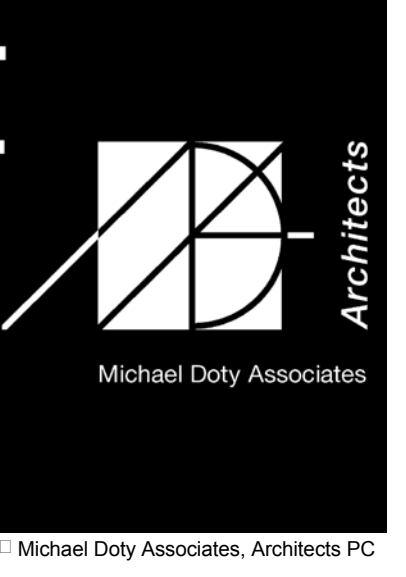
BUILDING NORTH TRUE NORTH

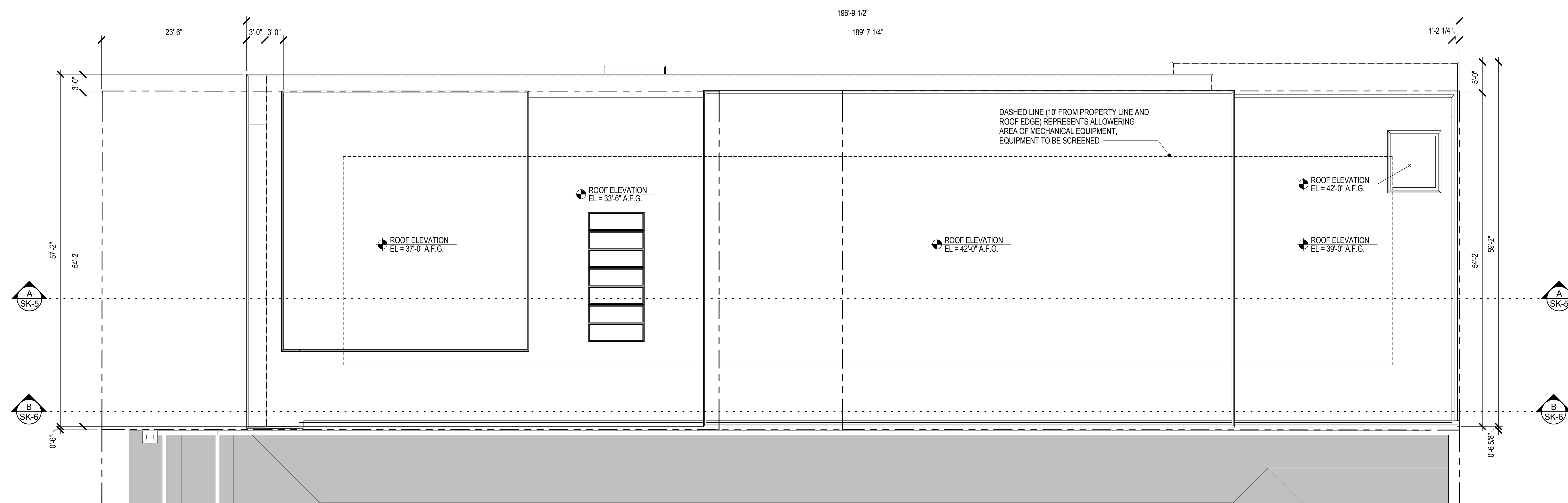
MICHAEL D. DOTY ARCHITECT ARCH-1612 STATE OF IDAHO 11/02/16

# NEXSTAGE THEATER PERFORMING ARTS CENTER

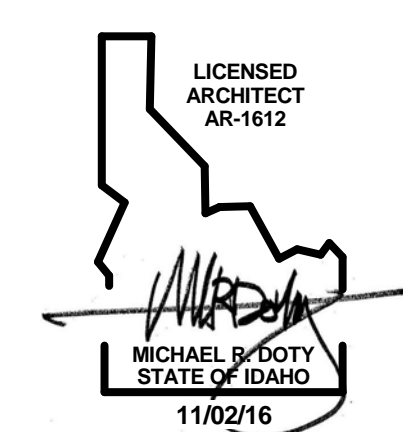
KETCHUM, IDAHO

CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
NOVEMBER 02, 2016





PROPOSED ROOF PLAN

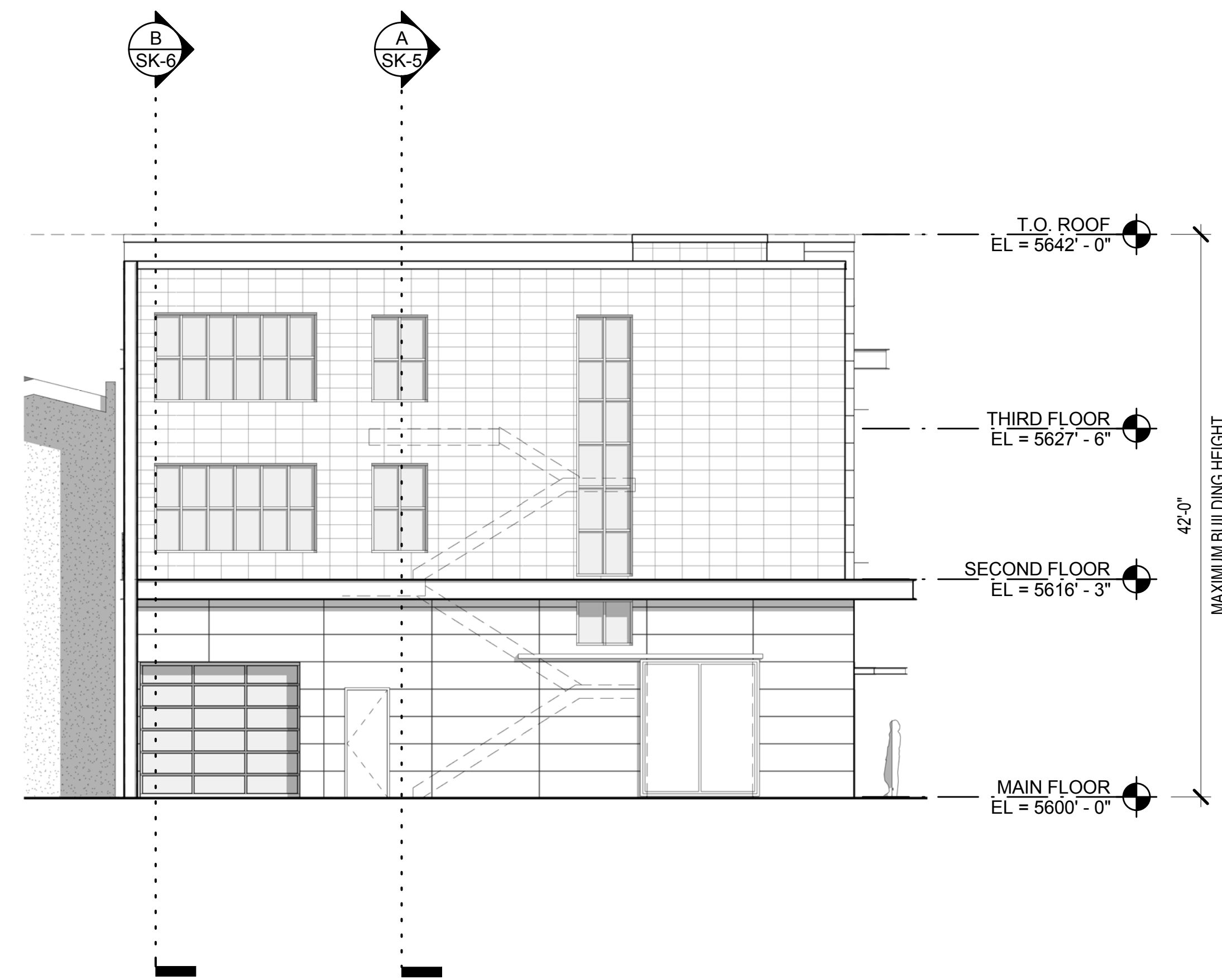


# NEXSTAGE THEATER PERFORMING ARTS CENTER

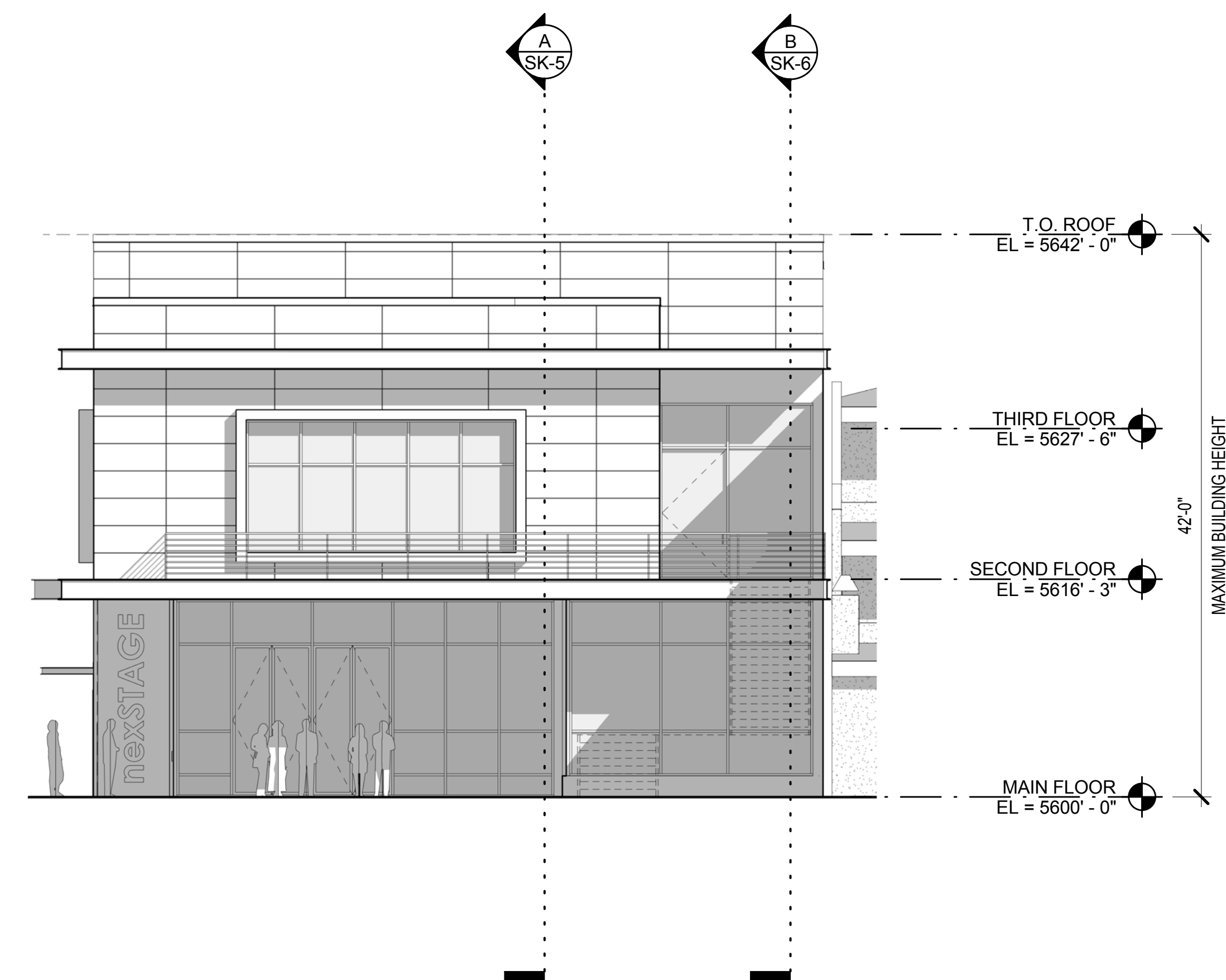
KETCHUM, IDAHO

CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
NOVEMBER 02, 2016

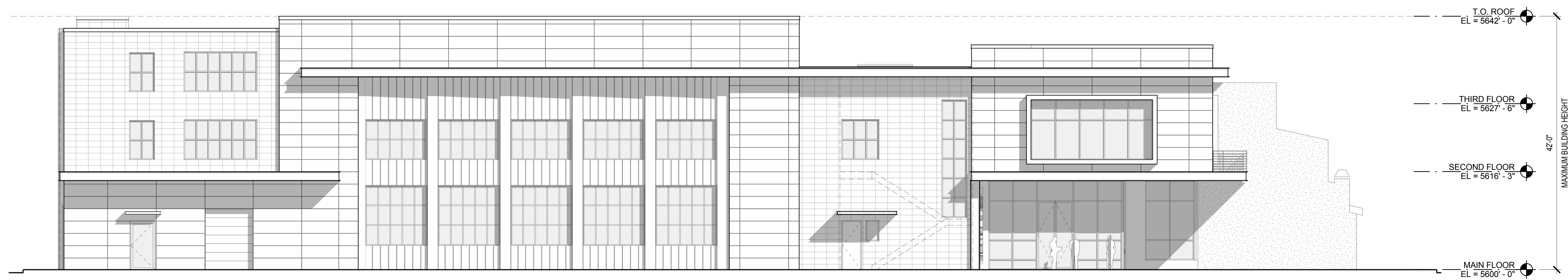




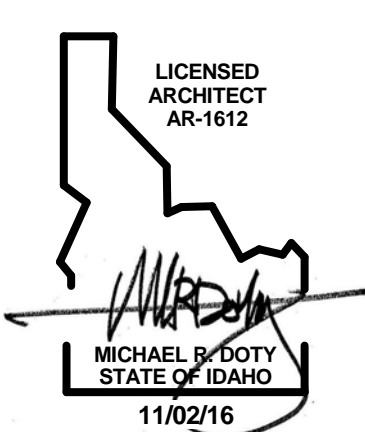
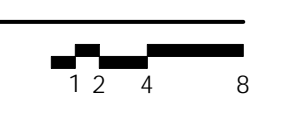
PROPOSED EAST ELEVATION



PROPOSED WEST ELEVATION



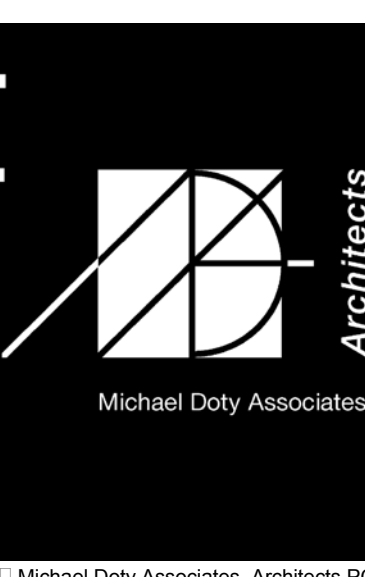
PROPOSED NORTH ELEVATION



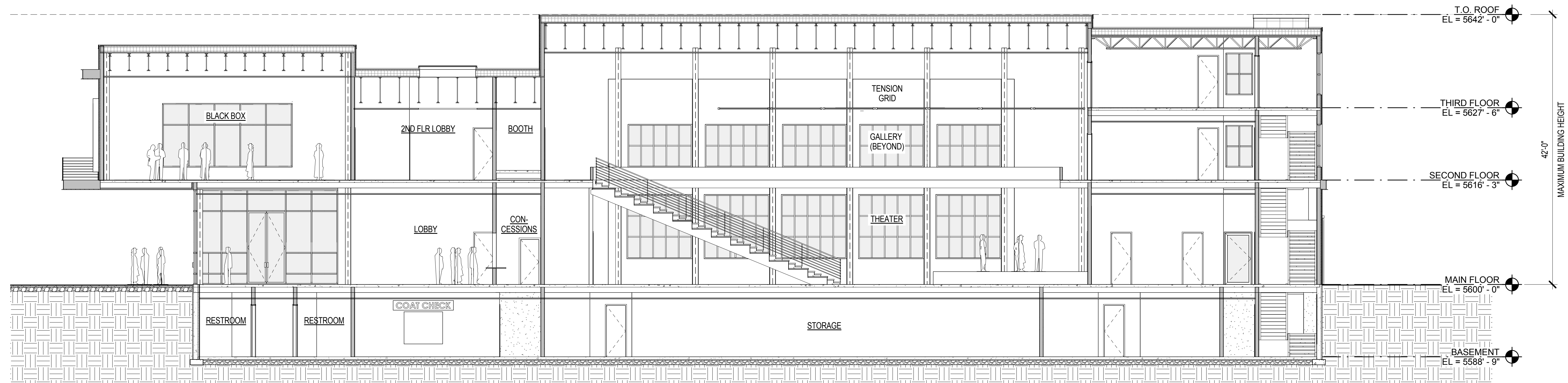
# NEXSTAGE THEATER PERFORMING ARTS CENTER

KETCHUM, IDAHO

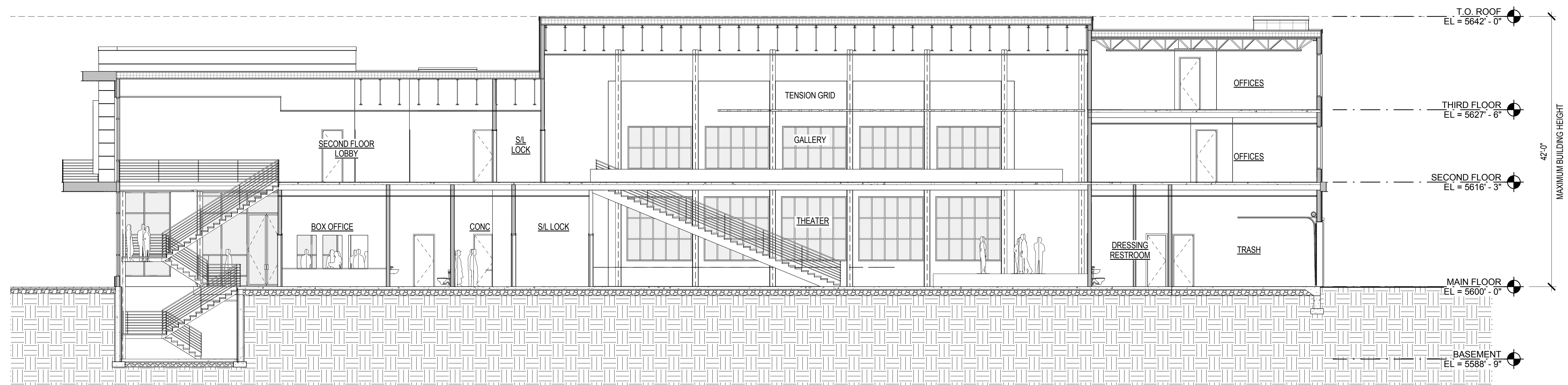
CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
NOVEMBER 02, 2016







PROPOSED BUILDING SECTION 'A'



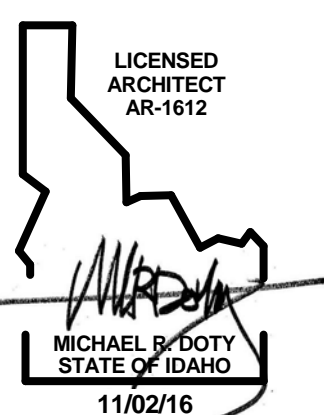
PROPOSED BUILDING SECTION 'B'



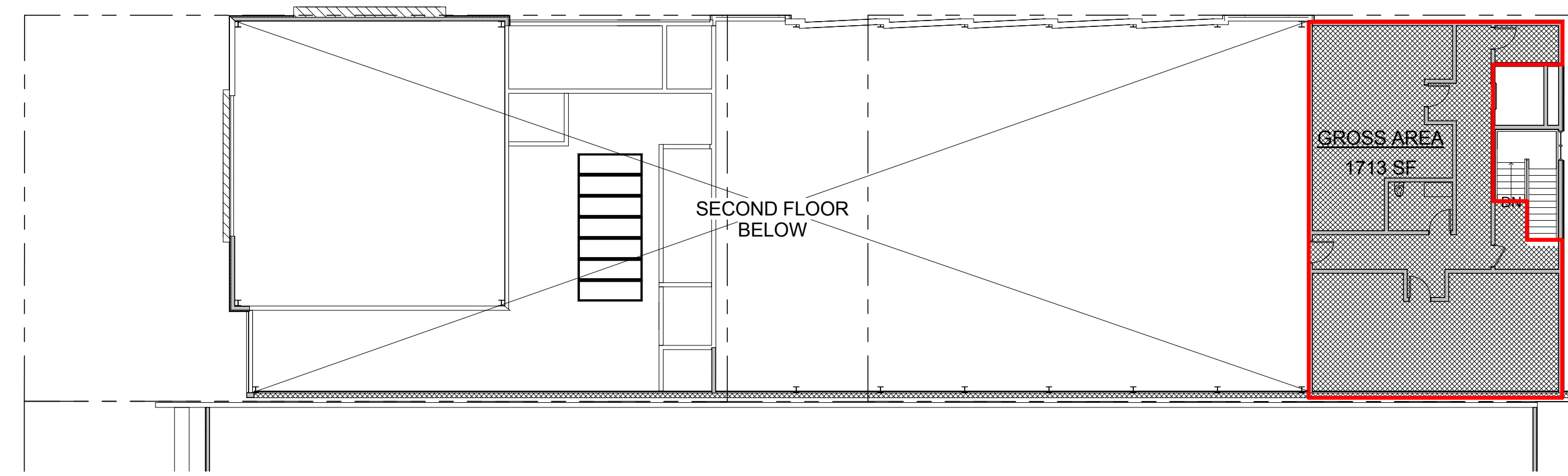
# NEXSTAGE THEATER PERFORMING ARTS CENTER

KETCHUM, IDAHO

CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
NOVEMBER 02, 2016

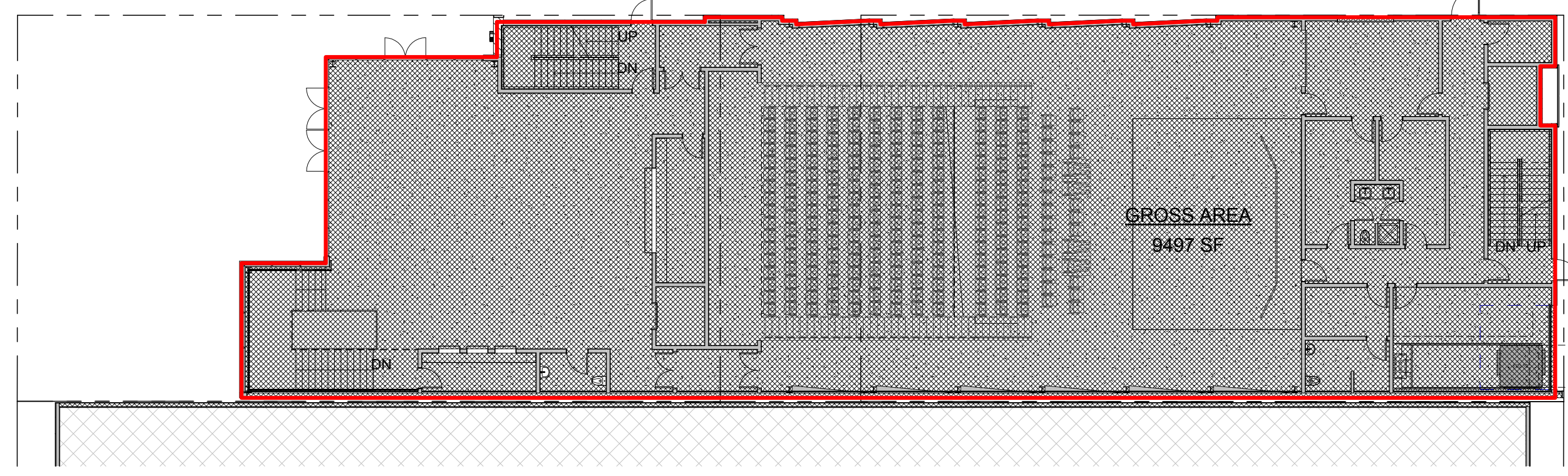


Michael Doty Associates  
Architects PC



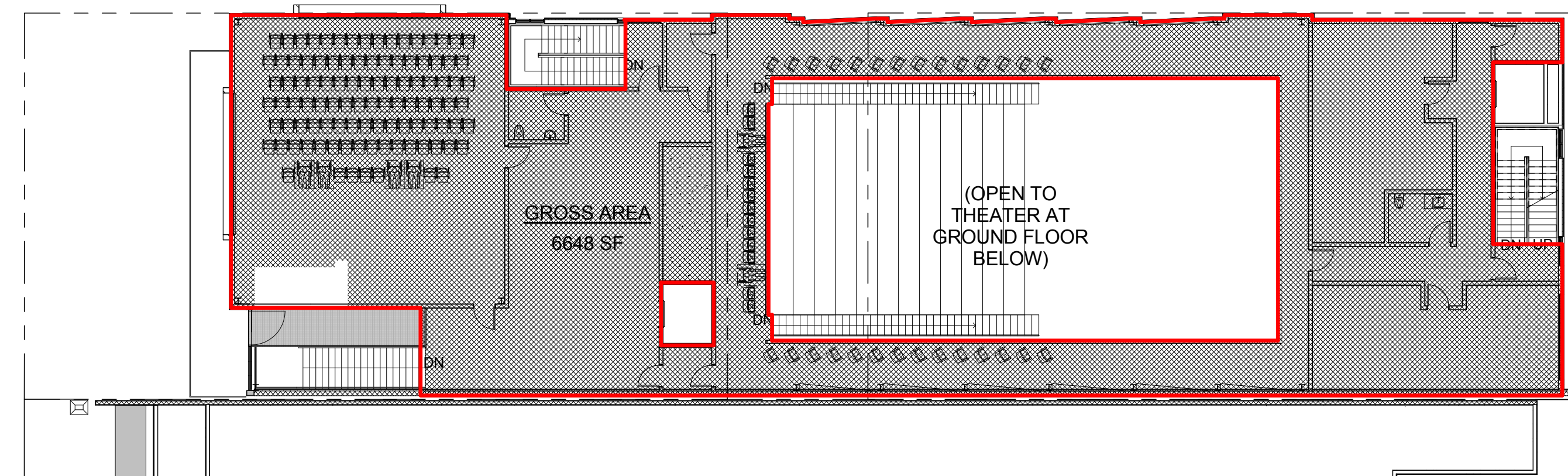
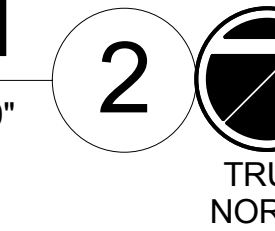
THIRD FLOOR GROSS SQUARE FOOTAGE DIAGRAM

1/16" = 1'-0"



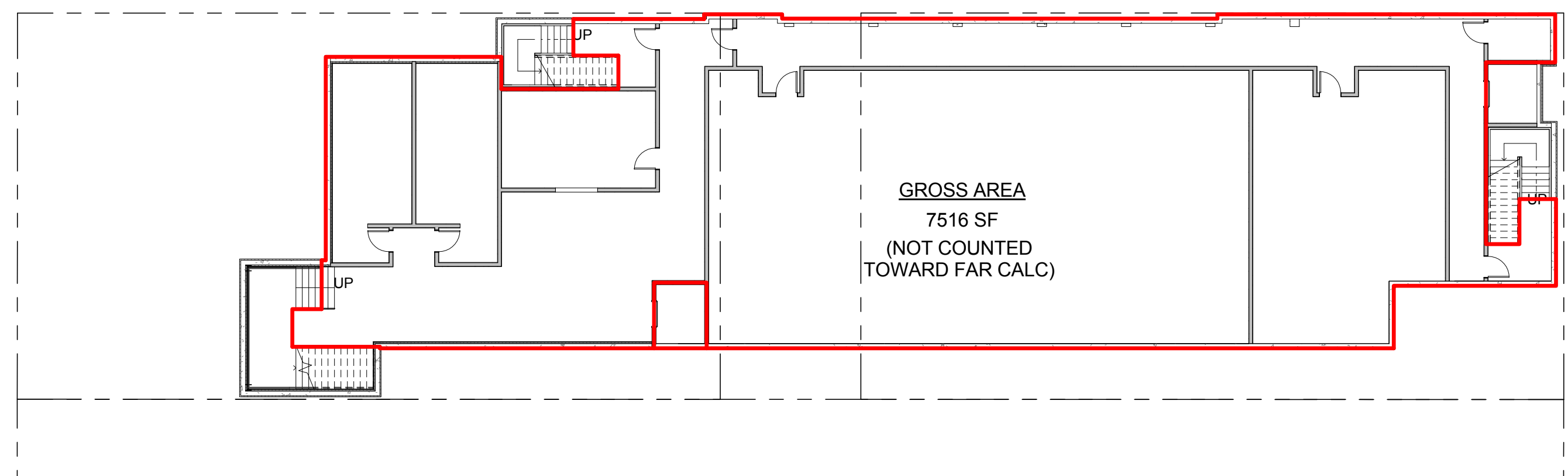
MAIN FLOOR GROSS SQUARE FOOTAGE DIAGRAM

1/16" = 1'-0"



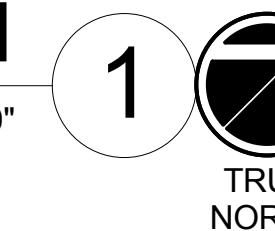
SECOND FLOOR GROSS SQUARE FOOTAGE DIAGRAM

1/16" = 1'-0"



BASEMENT FLOOR GROSS SQUARE FOOTAGE DIAGRAM

1/16" = 1'-0"

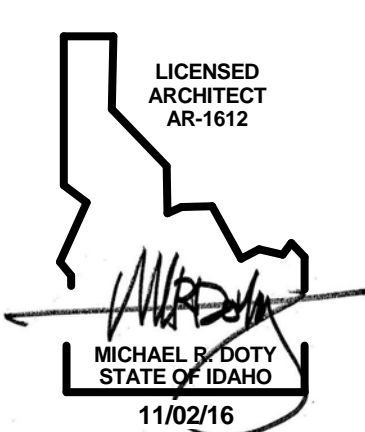


F.A.R. CALCS

GROSS FLOOR AREA	
BASEMENT (NOT COUNTED TOWARDS FAR):	7,516 SF
MAIN FLOOR:	9,497 SF
SECOND FLOOR:	6,648 SF
THIRD FLOOR:	1,713 SF
<b>TOTAL GROSS SQUARE FOOTAGE:</b>	<b>25,374 SF</b>
<b>TOTAL GSF TOWARDS F.A.R.:</b>	<b>17,858 SF</b>

SITE AREA = 12,108 SF  
 17,858 SF / 12,108 SF = 1.47 F.A.R.  
 17,858 SF - 12,108 SF = 5,750 SF OVER 1.0 F.A.R.

- F.A.R. CALC NOTES:
1. BASEMENT AREAS NOT CALC'D.
  2. AREAS CALC'D TO OUTSIDE FACE OF EXTERIOR WALLS AND TO EDGE OF FLOOR AT DOUBLE-HEIGHT SPACE.
  3. STAIRS, ELEVATORS AND MECHANICAL CHASES CALC'D ON MAIN FLOOR ONLY.

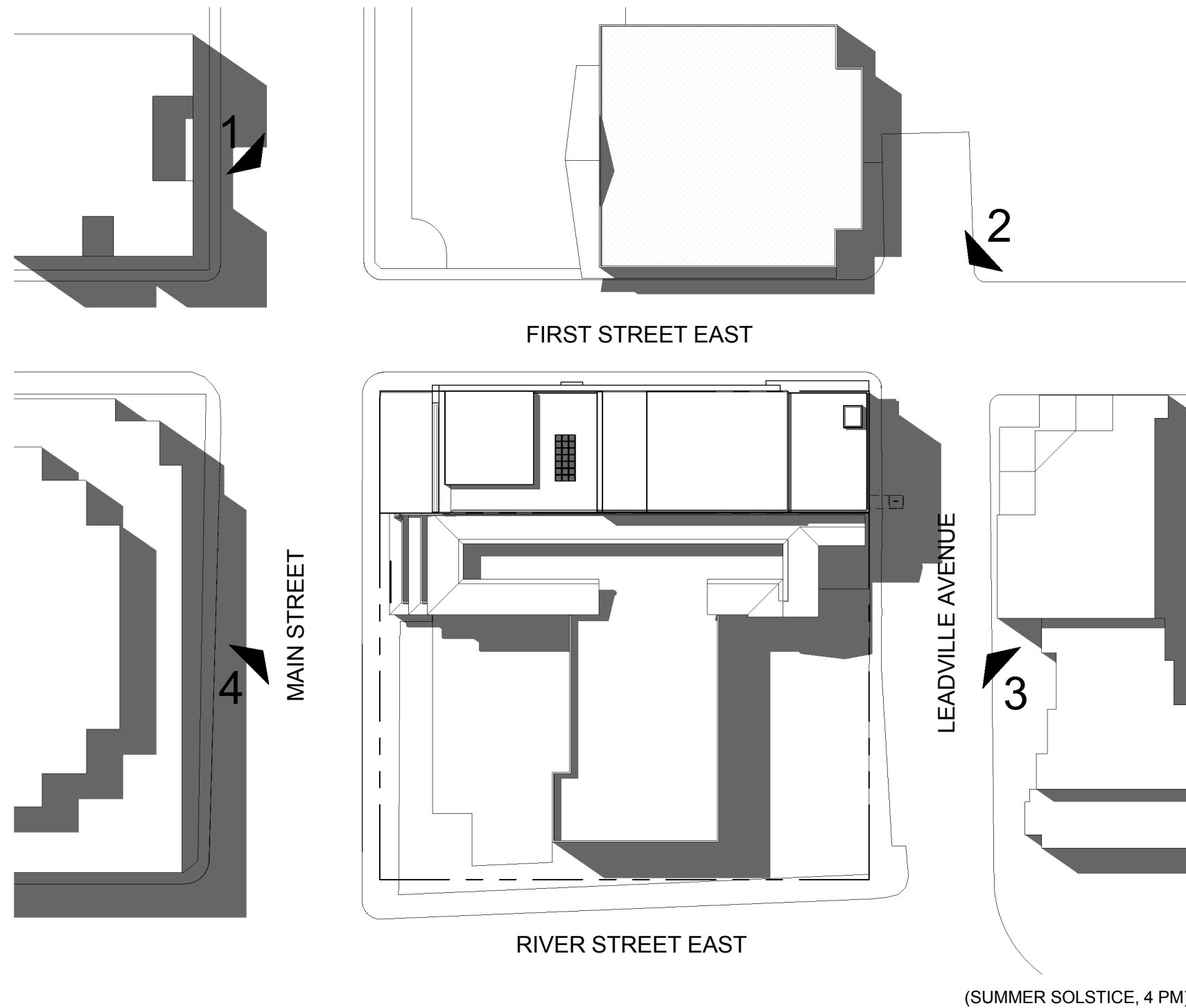


# NEXSTAGE THEATER PERFORMING ARTS CENTER

KETCHUM, IDAHO

CITY OF KETCHUM PRE-APPLICATION DESIGN REVIEW SUBMITTAL  
 NOVEMBER 02, 2016



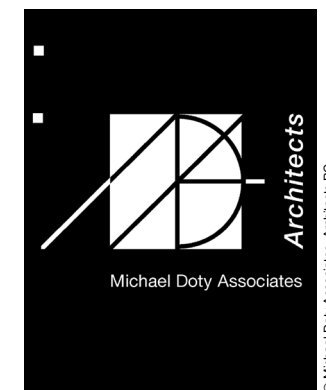


# NEXSTAGE THEATER PERFORMING ARTS CENTER

11/02/16

3D VIEW STUDY KEY

SCALE: 1" = 60'-0"





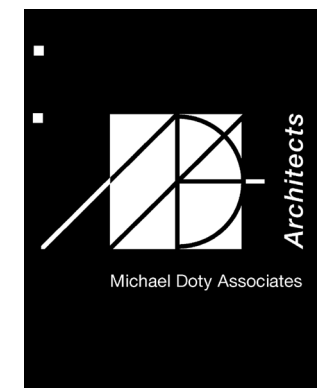
(SPRING EQUINOX, 5 PM)

# NEXSTAGE THEATER PERFORMING ARTS CENTER

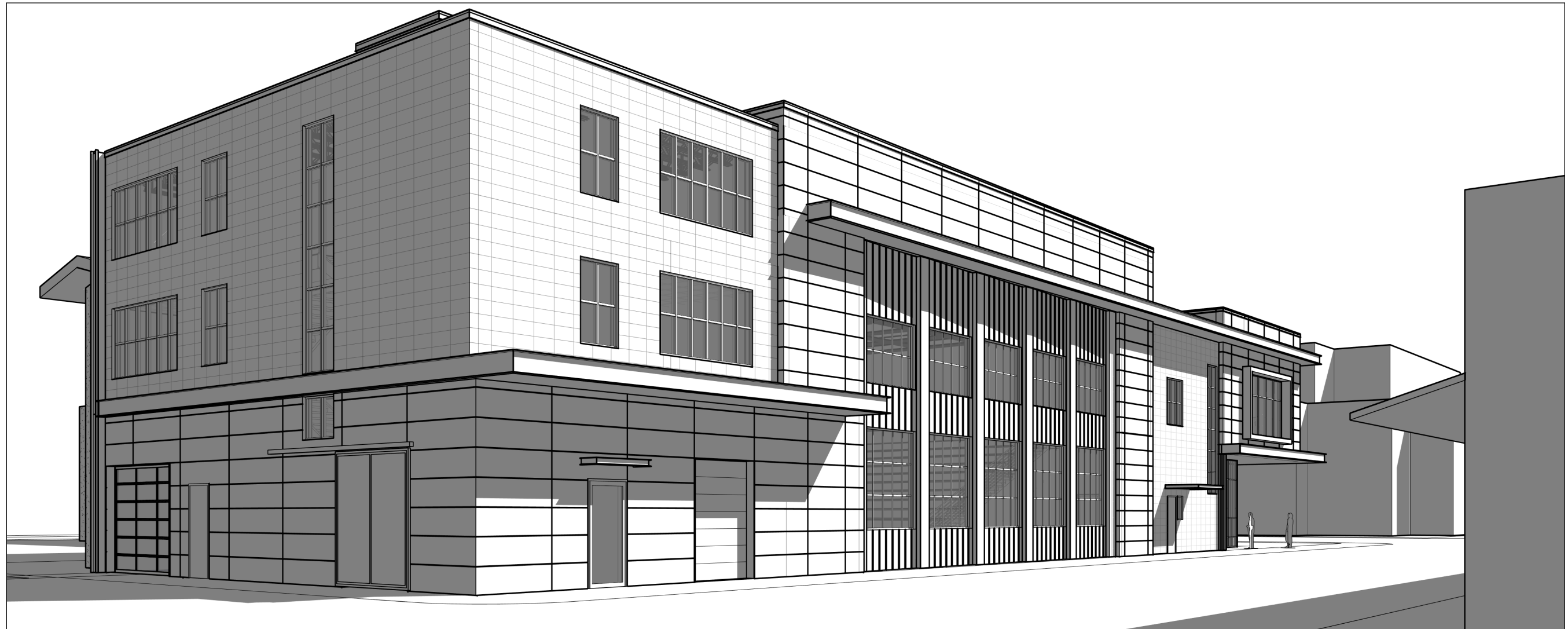
11/02/16

3D VIEW 01 - FROM MAIN STREET AND FIRST STREET WEST  
(LOOKING SOUTHEAST)

SCALE:



© Michael Doty Associates, Architects PC



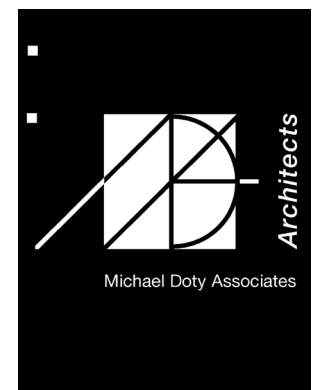
(SUMMER SOLSTICE, 4 PM)

# NEXSTAGE THEATER PERFORMING ARTS CENTER

11/02/16

3D VIEW 02 - FROM FIRST STREET EAST AND LEADVILLE AVENUE  
(LOOKING SOUTHWEST)

SCALE:





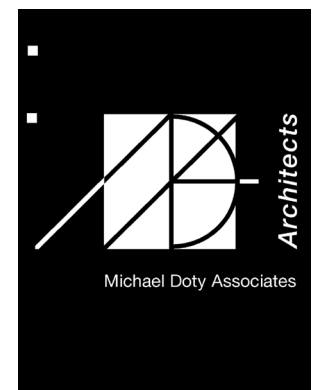
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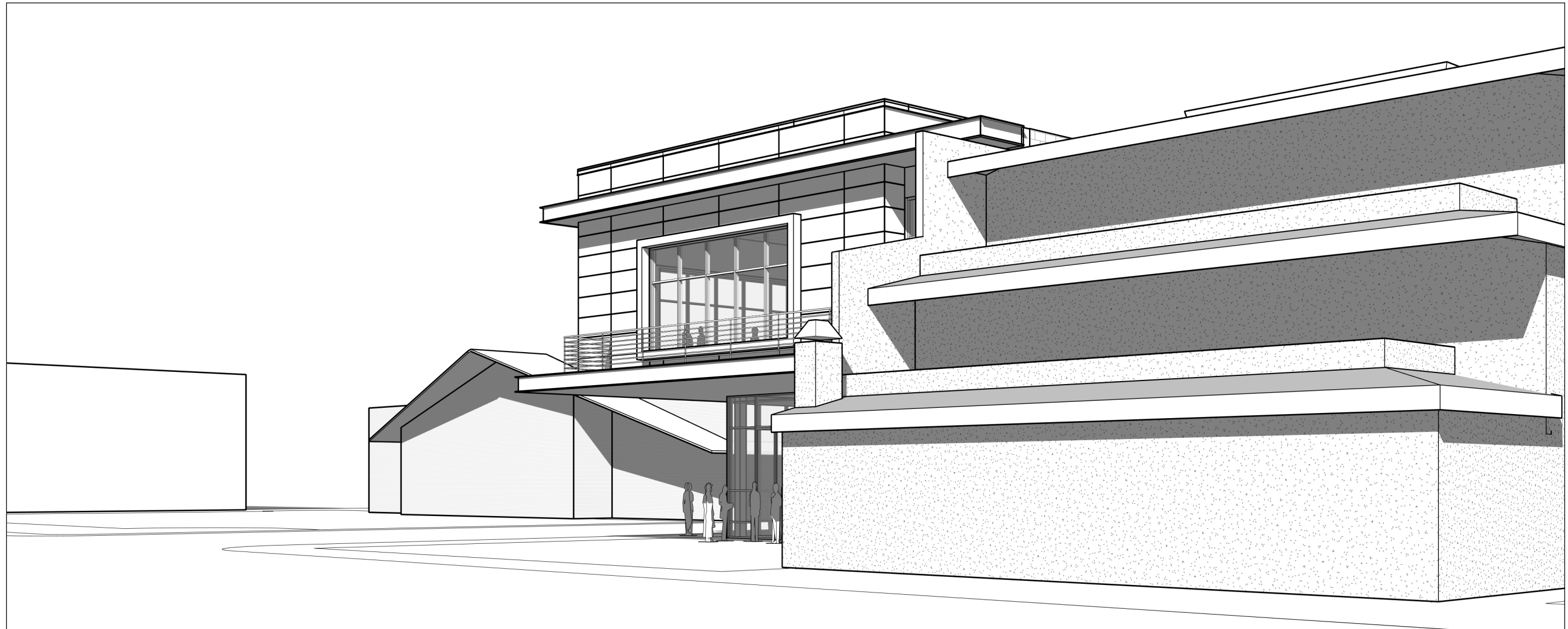
# NEXSTAGE THEATER PERFORMING ARTS CENTER

11/02/16

3D VIEW 03 - FROM LEADVILLE AVENUE (MID-BLOCK)  
(LOOKING NORTHWEST)

SCALE:





(SPRING EQUINOX, 2 PM)

# NEXSTAGE THEATER PERFORMING ARTS CENTER

11/02/16

3D VIEW 04 - FROM MAIN STREET (MID-BLOCK)  
(LOOKING NORTHEAST)

SCALE:

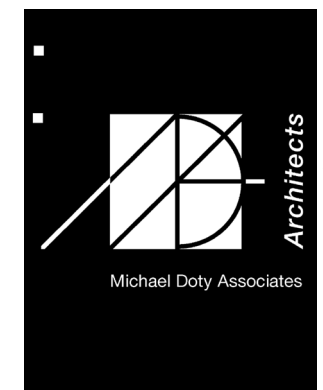




Image 1: View from First Street East looking southwest towards site.



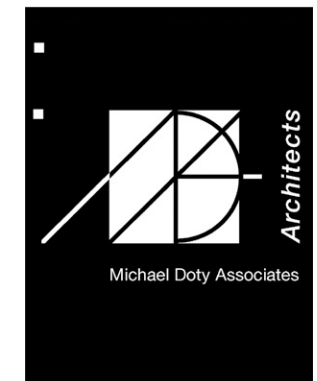
Image 2: View from corner of First Street East and Leadville looking southwest towards site.

NEXSTAGE THEATER PERFORMING ARTS CENTER

EXISTING SITE PHOTOS

SHEET 1

02 NOVEMBER 2016



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Image 3: View from northwest corner of First Street East and Washington Avenue looking southeast towards site.



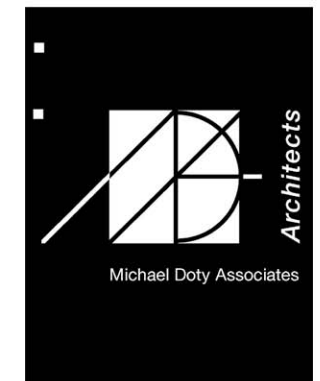
Image 4: View from northwest corner of First Street East and Main Street looking southeast towards site.

# NEXSTAGE THEATER PERFORMING ARTS CENTER

EXISTING SITE PHOTOS

SHEET 2

02 NOVEMBER 2016



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Image 5: View from northwest corner of River Street and Main Street looking northeast towards site.



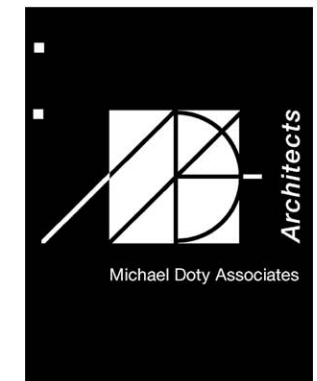
Image 6: View from Main Street looking northeast towards site.

NEXSTAGE THEATER PERFORMING ARTS CENTER

EXISTING SITE PHOTOS

SHEET 3

02 NOVEMBER 2016



© Michael Doty Associates, Architects, P.C.



Image 7: View from Leadville Avenue looking west towards site.



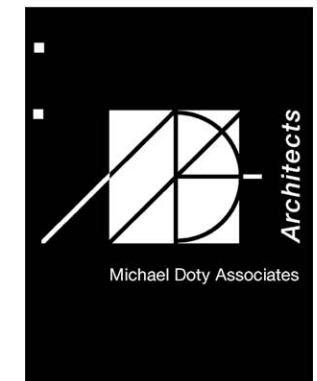
Image 8: View from Leadville Avenue looking northwest towards site.

NEXSTAGE THEATER PERFORMING ARTS CENTER

02 NOVEMBER 2016

EXISTING SITE PHOTOS

SHEET 4



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**G. Public Comments Received**

NexStage Comments:

-----Original Message-----

From: Gail Thornton [<mailto:gailthornton11@gmail.com>]

Sent: Monday, November 07, 2016 10:44 AM

To: Micah Austin <[maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)>

Cc: [jim.d.darrison@outlook.com](mailto:jim.d.darrison@outlook.com)

Subject: NextStage project

We understand that P and Z and the Ketchum commissioners will be reviewing on November 14th the proposed Next Stage theater project. We would like to register our support for this project because of it's tremendous value to our community. There will be no better way for all the members of our community to come together in such a special place to enjoy the performing arts in all it's shapes and forms than at the newly designed theater. We feel it is the perfect use for that building and will be a welcome addition to the "entrance" to our town. Please support this worthy and exciting project!!

Sincerely,  
Gail and Jack Thornton

Sent from my iPad

Dear Michah - I am writing to you in support of the upcoming building project at the nexStage Theater, Ketchum, that will be brought to the attention of the Ketchum Planning and Zoning Commission this month. As a long time valley resident, since 1980, I have been involved in numerous discussions and committees towards a professional theater space for our community at the north end of the valley that will serve both local, regional and national performing arts organizations to enrich our community with cultural arts. When nexStage came into being it was our first step towards this goal. The newest project to use the land and rebuild a state of the arts facility that will accommodate more needs in the arts is greatly needed. I have been involved listening to the planning of this new project and find it well researched, community involvement by our local arts community and sound plan for its success, and thus support the project.

I hope that the planning committee embraces the opportunity to see this theater becomes a reality in Ketchum.

Thank you for your time.

Sincerely,

Hilarie Neely, Director  
Footlight Dance Centre  
**Hilarie Neely**, director



**Footlight Dance Centre**

PO Box 3593 Ketchum ID 83340

Phone 208-578-5462

[www.footlightdancecentre.com](http://www.footlightdancecentre.com)

NexStage comment:

**From:** Rob McGowan [<mailto:rob@arsunvalley.com>]

**Sent:** Monday, November 07, 2016 9:58 AM

**To:** Micah Austin <[maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)>

**Subject:** nexstage

Micah,

Good morning. Hope this finds you well. I simply wanted to drop you a quick note and let you know how thrilled I am with the prospect of the new Nexstage theatre vision. I had the pleasure of hearing about the plan some time back and have since taken a look at the rendering. We as a town would be incredibly fortunate to have this addition. The project, the people involved and the end result are all first class. I am in FULL support of this project. Please feel free to reach out to me if I can be of any help with regard to this project moving forward.

Best,

R o b

**rob mcgowan**

architectural resources

350 walnut ave. ketchum. id.83340

t. 208.928.6379

[www.arsunvalley.com](http://www.arsunvalley.com)



NexStage comments:

**From:** [sallie@salliecastle.com](mailto:sallie@salliecastle.com) [<mailto:sallie@salliecastle.com>]

**Sent:** Monday, November 07, 2016 5:29 PM

**To:** Micah Austin <[maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)>

**Subject:** Nexstage

Dear Micah

I'm writing in support of the plans for the Nexstage theater. it is the answer to our lack of venue space for all of performing arts organizations. Such a space will also attract top level talent and in turn, visitors. It's location will complement the Limelight and Auberge. Visitors and locals will be able to walk to dinner after performances further boosting our restaurants. This project will add to the, soon to be realized, fabulous entrance to Ketchum.

Everyone I have spoken with about this proposal is excited. Since no variances are required, I hope that Nexstage plans can easily pass through P&Z and begin the building process.

Sincerely,

Sallie Castle



NexStage comment:

-----Original Message-----

From: Sarah Woodward [<mailto:drawdoow5@aol.com>]

Sent: Monday, November 07, 2016 12:48 PM

To: Micah Austin <[maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)>

Cc: [jim.d.garrison@outlook.com](mailto:jim.d.garrison@outlook.com); [planning@ketchumidaho.org](mailto:planning@ketchumidaho.org)

Subject: Next stage Project

To whom this may concern,

I'm writing this letter to offer 100% support for Tim Mott and his plans to develop a new performing arts space where the Next Stage is currently located.

I am a full time resident of Ketchum and a board member of The Center for the Arts.

Our town will benefit from a performing arts building for many obvious reasons.

Thank you very much

Sarah Woodward

Sent from my iPhone

NexStage Comment:

**From:** Teddy Grennan [<mailto:tedgrennan@gmail.com>]

**Sent:** Monday, November 07, 2016 6:45 AM

**To:** Micah Austin <[maustin@ketchumidaho.org](mailto:maustin@ketchumidaho.org)>

**Cc:** [jim.d.garrison@outlook.com](mailto:jim.d.garrison@outlook.com)

**Subject:** nexStage // Sun Valley Film Festival

Good morning Micah

Teddy Grennan here with the Sun Valley Film Festival to express our enthusiasm with the momentum Team Mott has developed with what we think will be one of the most important addresses in Idaho. Our goal for 2020 is to turn the town's film festival into a week long cultural experience and this, truly, would not be possible without what the nexStage ("Next Stage"?) promises to be.

However we can help in any way, please let us know and we're very grateful to all involved for making the nexStage happen.

Best, Teddy

--

TG



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 NOVEMBER 14, 2016**

**PROJECT:** Kneebone Building Preliminary Plat

**FILE NUMBER:** #16-085

**OWNERS:** Kneebone LLC, c/o Steve Kearns

**REPRESENTATIVE:** Matt McNeal

**REQUEST:** Preliminary plat approval for the Kneebone Building, a five unit condominium development, comprised of two residential units and three commercial units within a three story building currently under construction

**LOCATION:** 500 N. Washington Avenue (Lot 8, Block 15, Ketchum Townsite)

**NOTICE:** Notice was mailed to property owners within a 300' radius of the subject property and was posted in three public locations on October 21, 2016. Notice was published in the newspaper of record on October 26, 2016.

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

**OVERLAY:** None

**REVIEWER:** Brittany Skelton, Senior Planner

**ATTACHMENTS:**

- A. Application, dated October 18, 2016
- B. Preliminary Plat, dated October 2016
- C. Grading and Utility Plan, dated October 13, 2016
- D. Condominium Covenants, Conditions and Restrictions for the Kneebone Building
- E. Bylaws and Articles of Incorporation for the Kneebone Condominium Owners Association, Inc.

## BACKGROUND

1. The subject property is located at 500 N. Washington Avenue, at the northeast corner of 5<sup>th</sup> Street and N. Washington Avenue, in the Community Core, Urban Residential sub-district zone. In March of 2016 a new three story mixed use building proposed for the property received Design Review (#16-012) approval from the Planning and Zoning Commission; the owner then applied for and received a building permit (BP #16-031) to remove the prior existing structure and commence construction of the new structure. The building is currently under construction. The building has an adjusted gross square footage of 7,794 square feet and a Floor Area Ratio (FAR) of 1.42. The by-right FAR permitted in the Community Core zoning district is 1.0 and the FAR of 1.42 was approved pursuant to the Community Housing Density Bonus; the applicant elected to make a payment in-lieu of construction of community housing in order to receive the density bonus.
  
2. Kneebone LLC has now submitted a Preliminary Plat application to condominiumize the building so that the residential and commercial spaces within the building can be sold and the common areas maintained in accordance with the covenants, conditions and restrictions (CC&Rs). The applicant proposes creating five condominium units and common area. There are three commercial units and two residential units proposed.
  
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.

4. The Preliminary Plat for the Kneebone Building substantially conforms to plans approved with the Building Permit application. The only outstanding issue is that the City Engineer required that the applicant record a public access easement guaranteeing to maintain public access around the street tree proposed on Washington Avenue. This easement has not yet been recorded but staff recommends that the easement be recorded prior to forwarding the Preliminary Plat application to City Council.

Table 1: City Department Comments

City Department Comments				
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"/>	16.04.030.1	<b>Complete Application</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>City Department Comments</b>	<b>Police Department:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
				<b>Fire Department:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
				<b>Streets:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
				<b>City Engineer:</b> <ul style="list-style-type: none"> <li>The public access easement pertaining to the proposed street tree on Washington Avenue shall be recorded prior to submitting the Preliminary Plat application to City Council.</li> </ul>
				<b>Utilities:</b> <ul style="list-style-type: none"> <li>The Utilities Department recommends a plat note stating, "The first floor commercial units (Unit 101 and Unit 102) are connected to the same water meter and ground floor irrigation is provided through this meter". The plat note will inform owners and occupants of Unit 101 and Unit 102 of this condition.</li> </ul>
				<b>Building:</b> <ul style="list-style-type: none"> <li>No comment.</li> </ul>
			<b>Planning and Zoning:</b> <ul style="list-style-type: none"> <li>See comments throughout staff report.</li> </ul>	

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	<b>Complete Application</b>	
			<b>Staff Comments</b>	<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	<b>The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space. The commission and council shall act on the preliminary plat pursuant to subsections 16.04.030D and E of this chapter.</b>	
			<b>Staff Comments</b>	<i>The applicant has submitted draft bylaws and draft CC&amp;Rs.</i>  <i>The bylaws and CC&amp;Rs submitted by the applicant regulate control and maintenance of the common and limited common areas, including the rooftop open space in the development. There are no recreational facilities in the development.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D	<b>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</b>	
			<b>Staff Comments</b>	<i>The preliminary plat designates the two-car covered parking garage as part of Unit #301. There are three uncovered parking spaces reflected in the site plan approved with the building permit that do not belong to a particular unit and are designated as common area on the preliminary plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E	<b>Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.</b>	
			<b>Staff Comments</b>	<i>There are adequate storage areas for personal property for all residential and commercial units designated on the preliminary plat. Some storage areas are located on the ground floor and located within the common area of the covered parking and other storage areas are located on the second floor.</i>  <i>Storage areas for boats, campers and trailers are not required nor provided due to characteristics of this development, which is a 3-story mixed use building located within the Community Core.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>	
			<b>Staff Comments</b>	<i>This development is a 3-story mixed use building in the Community Core; the majority of the property that is not covered in building</i>	

				<p>footprint is covered with hardscape. Landscaping is limited to planter beds and street trees on the street fronting sides of the property and as indicated on sheet L-2 approved with the building permit (#16-031), the landscaping will be irrigated by an automatic sprinkler system and subsurface drip lines.</p> <p>Due to the characteristics of the development a maintenance building is not required and due to the nature of the common area a dedicated room for maintenance supplies is not required. There are however mechanical spaces and storage areas designated for each unit on the preliminary plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.G</b>	<p><b>The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</b></p> <p><i>The common and limited common areas dedicated to owners of units in the development is of usable area and shape and is conveniently located for residents.</i></p> <p><i>Due to the development being a 3-story mixed use building in the Community Core the open space for the development is located on the top floor of the building and is a rooftop deck. The rooftop is divided with a screen wall with one half of the rooftop dedicated as Limited Common Area to the owner of Unit #301 and the other half of the rooftop decided as Common Area for the owners or tenants of the four other units in the development. The screen wall serves to maximize privacy and the rooftop location maximizes solar access in the common area.</i></p>
			<b>Staff Comments</b>	<p><i>The common and limited common areas dedicated to owners of units in the development is of usable area and shape and is conveniently located for residents.</i></p> <p><i>Due to the development being a 3-story mixed use building in the Community Core the open space for the development is located on the top floor of the building and is a rooftop deck. The rooftop is divided with a screen wall with one half of the rooftop dedicated as Limited Common Area to the owner of Unit #301 and the other half of the rooftop decided as Common Area for the owners or tenants of the four other units in the development. The screen wall serves to maximize privacy and the rooftop location maximizes solar access in the common area.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.060.H</b>	<p><b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b></p> <p><i>All other provisions have been met.</i></p>

### STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission recommend approval of the Kneebone Building Preliminary Condominium Plat to the City Council, subject to conditions 1-11 below.

### OPTIONAL MOTIONS

Make a motion to:

1. **“I MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE KNEEBONE BUILDING PRELIMINARY PLAT BY KNEEBONE LLC, WITH CONDITIONS 1-11.”; or**
2. **“I MOVE TO RECOMMEND DENIAL TO THE CITY COUNCIL OF THE KNEEBONE BUILDING PRELIMINARY PLAT BY KNEEBONE LLC, BECAUSE OF THE FOLLOWING STANDARDS (Commission to insert reasons for denial).”**

### 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.
10. A plat note stating “The first floor commercial units (Unit 101 and Unit 102) are connected to the same water meter and ground floor irrigation is provided through this meter” shall be added to the Preliminary Plat prior to City Council’s review of the Preliminary Plat.
11. A public access easement pertaining to the street tree proposed on Washington Avenue and guaranteeing public access around the tree shall be recorded prior to City Council’s review of the Preliminary Plat.

CERTIFIED COMPLETE

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: KNEEBONE BUILDING

OWNER OF RECORD: KNEEBONE LLC c/o STEVE KEARNS 720-0843

10/18/16 KO

ADDRESS OF OWNER: P.O. BOX 4356, KETCHUM, ID 83340

REPRESENTATIVE OF OWNER: SEAN FLYNN, CALENA ENG., 37th RIVER st, HAILEY

CONTACT: Owner: Representative: X Phone No.: 208-788-1705 CELL 481-0306 Mailing Address:

LEGAL DESCRIPTION: (attach if necessary): lot 8, block 15, KETCHUM TOWNSHIP, T & N. RITE. PM. JAC

STREET ADDRESS: 500N WASHINGTON AVENUE

SUBDIVISION FEATURES: Number of Lots: 1 Number of Dwelling Units: 5

Total land area in acres or square feet: 0.12 AC. OR 5,505 SF.

Current Zoning District: CC SUBDISTRICT - URBAN RESIDENTIAL Proposed Zoning District: NA

Overlay District: Flood NA Avalanche NA Pedestrian NA Mountain NA

Type: Condominium X Land PUD Townhouse

Adjacent land in same ownership in acres or square feet: NONE

Easements to be dedicated on final plat: (describe briefly):

Proposed and existing exterior lighting: (described briefly): (2) on SWH, (1) on WASHINGTON CPER DESIGN REVIEW

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes	No	Water Supply:	Ketchum Municipal	X
Curbs & Gutters	Yes	No		Private Wells	
Sidewalks	Yes	No	Sewer System:	Public	X
Street Lights	Yes	No		Septic	
Street Signs	Yes	No		Cesspool	
Fire Hydrant(s)	Yes	No	Power:	Underground	X
Extend Water Lines	Yes	No		Overhead	
Extend Sewer Lines	Yes	No			

ATTACHMENTS TO COMPLETE APPLICATION:

- Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations
- Copy of current title report and owner's recorded deed to the subject property
- Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The 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 the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

Signature of Owner/Representative: Knudsen LLC, SEAN FLYNN, CALENA ENG. Date: 10/11/16

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

-----Administrative Use Only-----

Name of Subdivision: Kneebone Building

Date Application Received: 10/13/16

**PRELIMINARY PLAT:** Date Received by Planning Department: 10/13/16

Administrative Comments: None.

Date Placed on Planning & Zoning Commission Agenda: \_\_\_\_\_

Date Legal Notice Published: \_\_\_\_\_ Date Applicant Notified: \_\_\_\_\_

Comments from Agencies: \_\_\_\_\_

Comments/Actions Taken by Planning & Zoning Commission: \_\_\_\_\_

Date Placed on City Council Agenda: \_\_\_\_\_

Administrative Comments: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Comments/Actions Taken by City Council: \_\_\_\_\_

Date of Preliminary Plat Approval: \_\_\_\_\_

**FINAL PLAT:**

Date Placed on Planning & Zoning Commission Agenda: \_\_\_\_\_

Administrative Comments: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Comments from Agencies: \_\_\_\_\_

Comments/Actions Taken by Planning & Zoning Commission: \_\_\_\_\_

Date Placed on City Council Agenda: \_\_\_\_\_

Administrative Comments: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Comments/Actions Taken by City Council: \_\_\_\_\_

Date of Final Plat Approval: \_\_\_\_\_

Date Filed with County Recorder: \_\_\_\_\_ Instrument No.: \_\_\_\_\_

**APPLICABLE FEES:**

Development Plan Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Preliminary Plat Application Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Final Plat Application Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Mailing Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Bond Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Date Bond for Improvements Received: \_\_\_\_\_

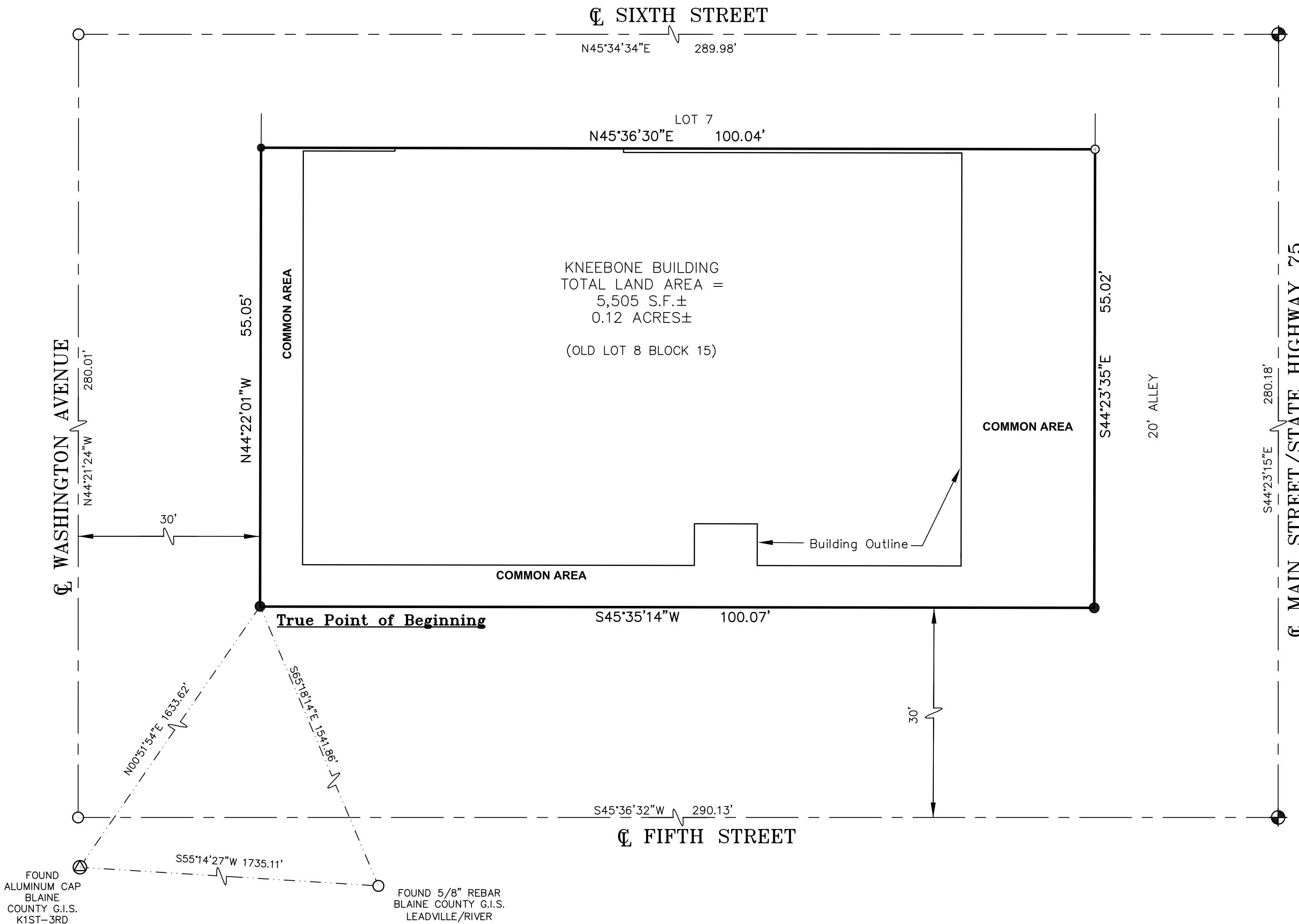
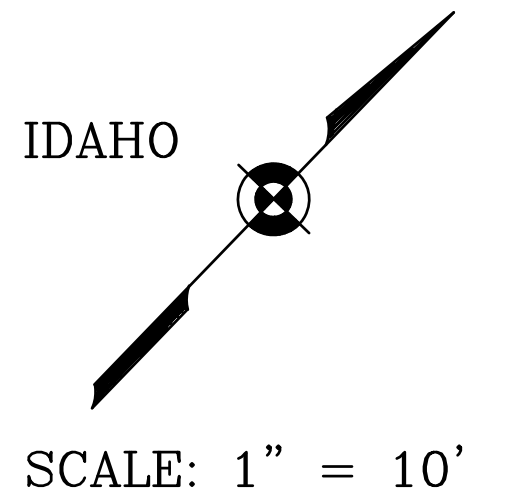
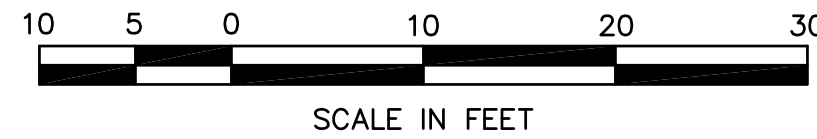
Comments: \_\_\_\_\_

Administered By: \_\_\_\_\_

# A PRELIMINARY CONDOMINIUM PLAT SHOWING KNEEBONE BUILDING

WHEREIN LOT 8, BLOCK 15, KETCHUM TOWNSITE IS CONVERTED INTO A CONDOMINIUM PROJECT, AS SHOWN  
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., & SECTION 18, T.4N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2016



### LEGEND

- Property Boundary
- Adjoiners Lot Line
- Centerline of Right of Way
- GIS Tie
- Found Aluminum Cap
- Found Brass Cap
- Found 5/8" Rebar
- Set 5/8" Rebar

### NOTES

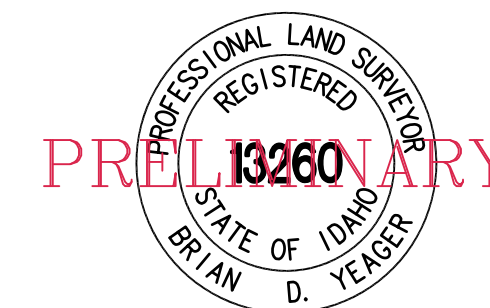
1. PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
2. VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 5/8" REBAR AT THE INTERSECTION OF FIFTH STREET AND WASHINGTON AVENUE, ELEVATION = 5831.00.
3. THE BUILDING OUTLINE IS ONLY SHOWN ON THIS PAGE FOR ORIENTATION.

### OWNER OF RECORD AND SUBDIVIDER:

Kneebone, LLC  
PO Box 4356  
Ketchum, Idaho 83340

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.

SEE SHEETS 2 & 3 FOR CONDOMINIUM UNIT  
DIMENSIONS, UNIT TIES AND ADDITIONAL  
NOTES



BRIAN D. YEAGER, P.L.S. 13260

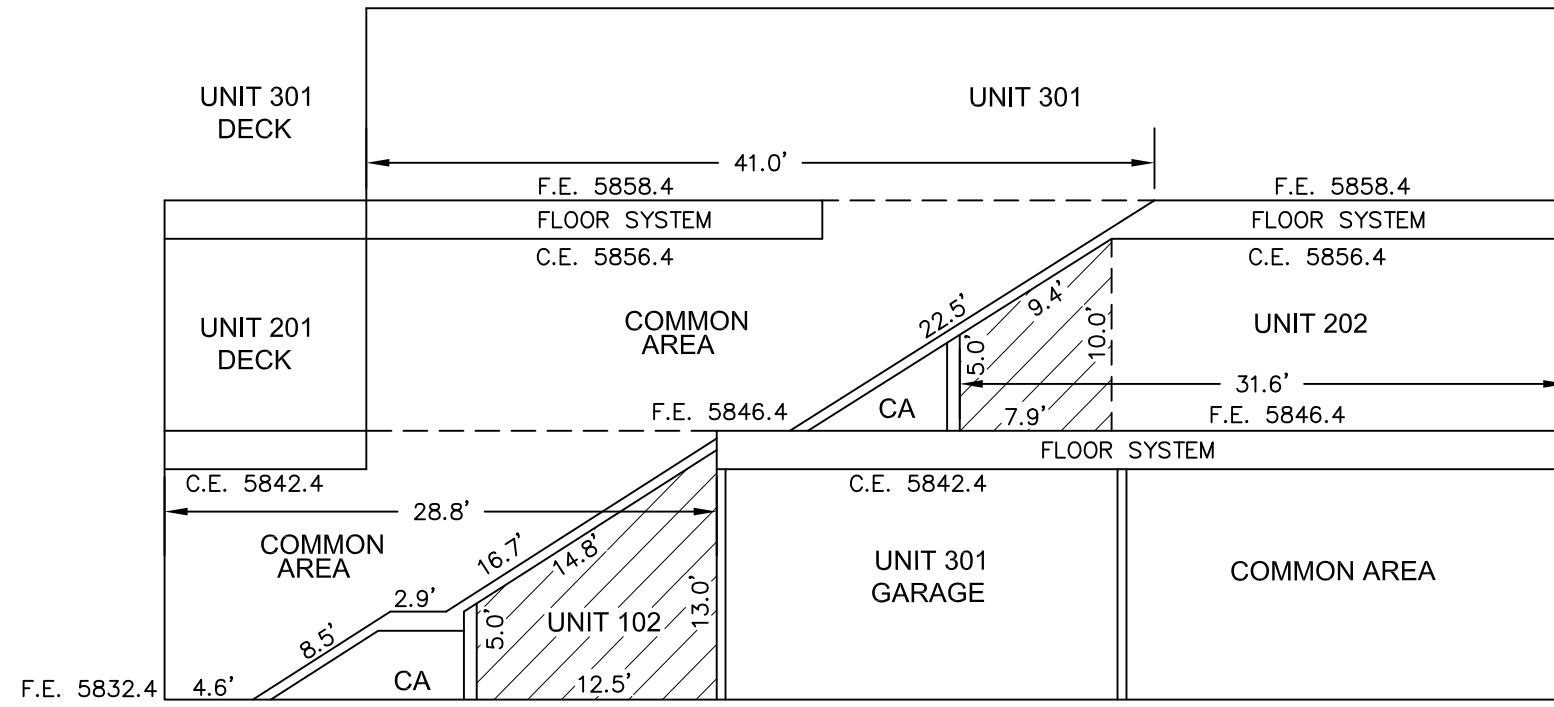
KNEEBONE BUILDING  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

SHEET 1 OF 4

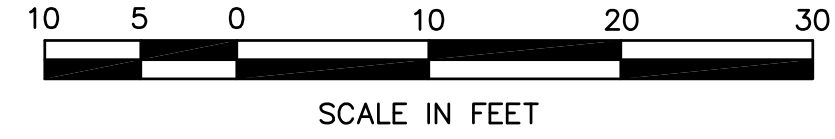
Job No. 7208

Date \_\_\_\_\_ South Central Public Health District

**BUILDING CROSS SECTION**

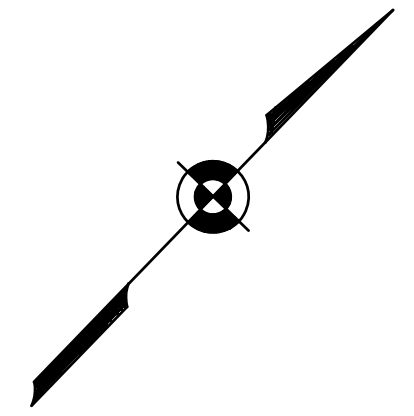


**A PRELIMINARY CONDOMINIUM PLAT SHOWING KNEEBONE BUILDING**



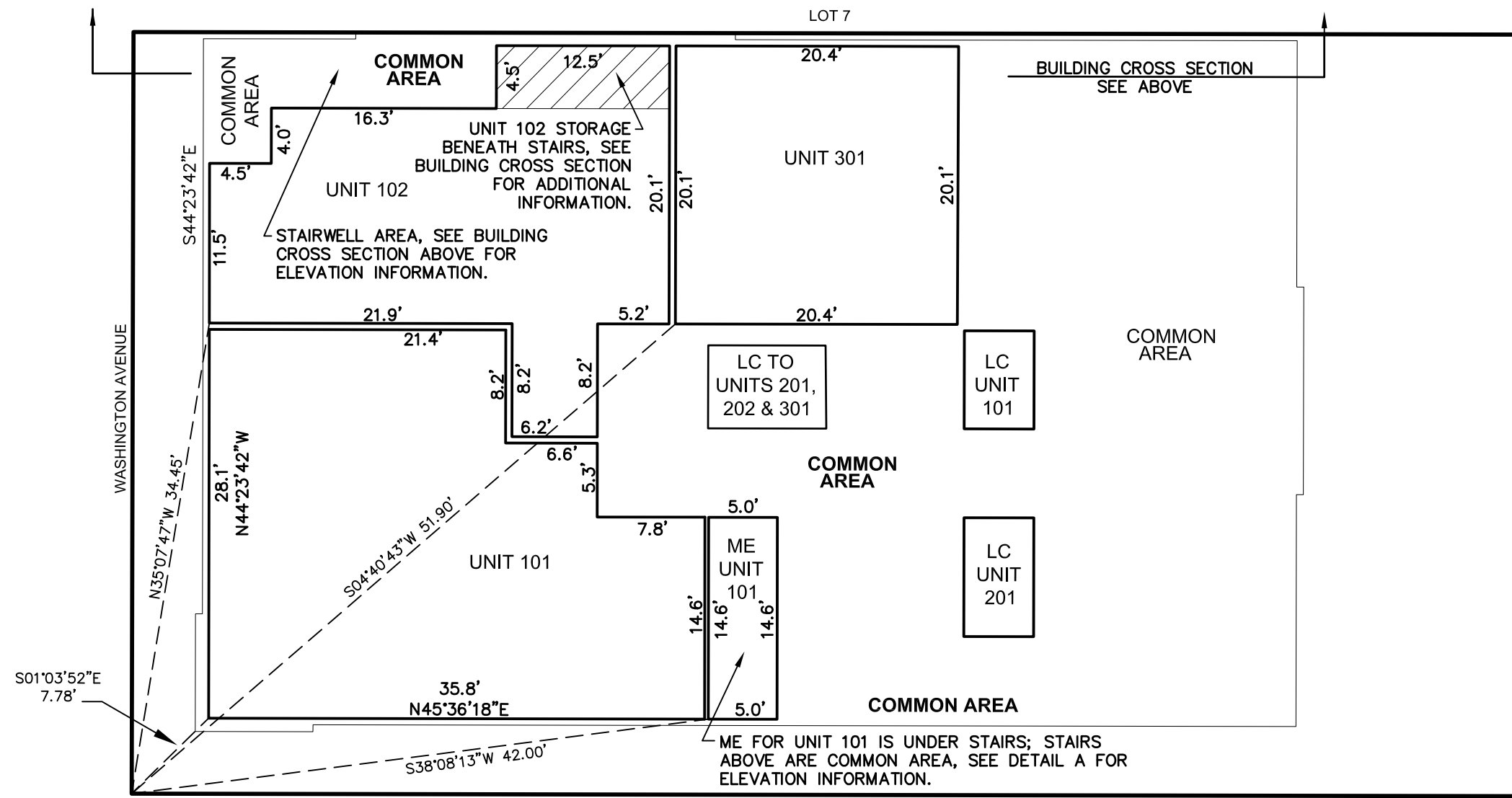
**LEGEND**

- Property Boundary
- Building Outline
- Unit Outline
- - - Unit Tie
- ▨ Unit Area under staircase. See building cross section for elevation information.
- CA Common Area
- LC Limited Common
- ME Mechanical
- ST Storage
- CE Ceiling Elevation
- FE Floor Elevation

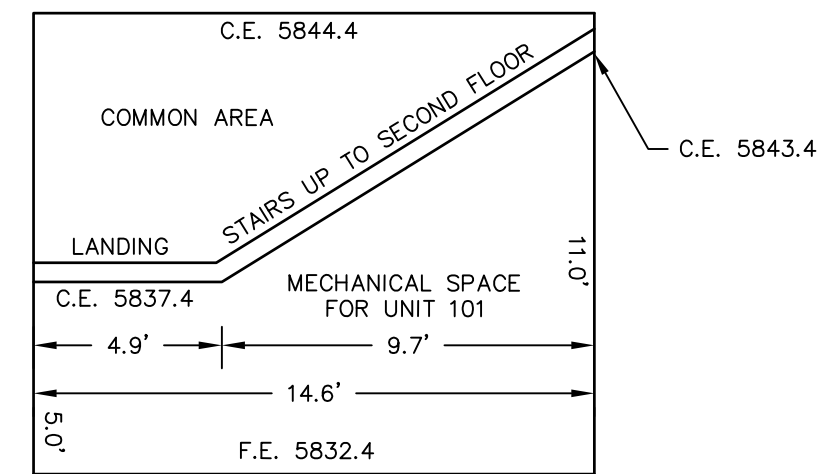
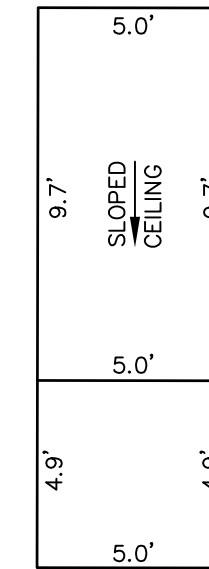


SCALE: 1" = 10'

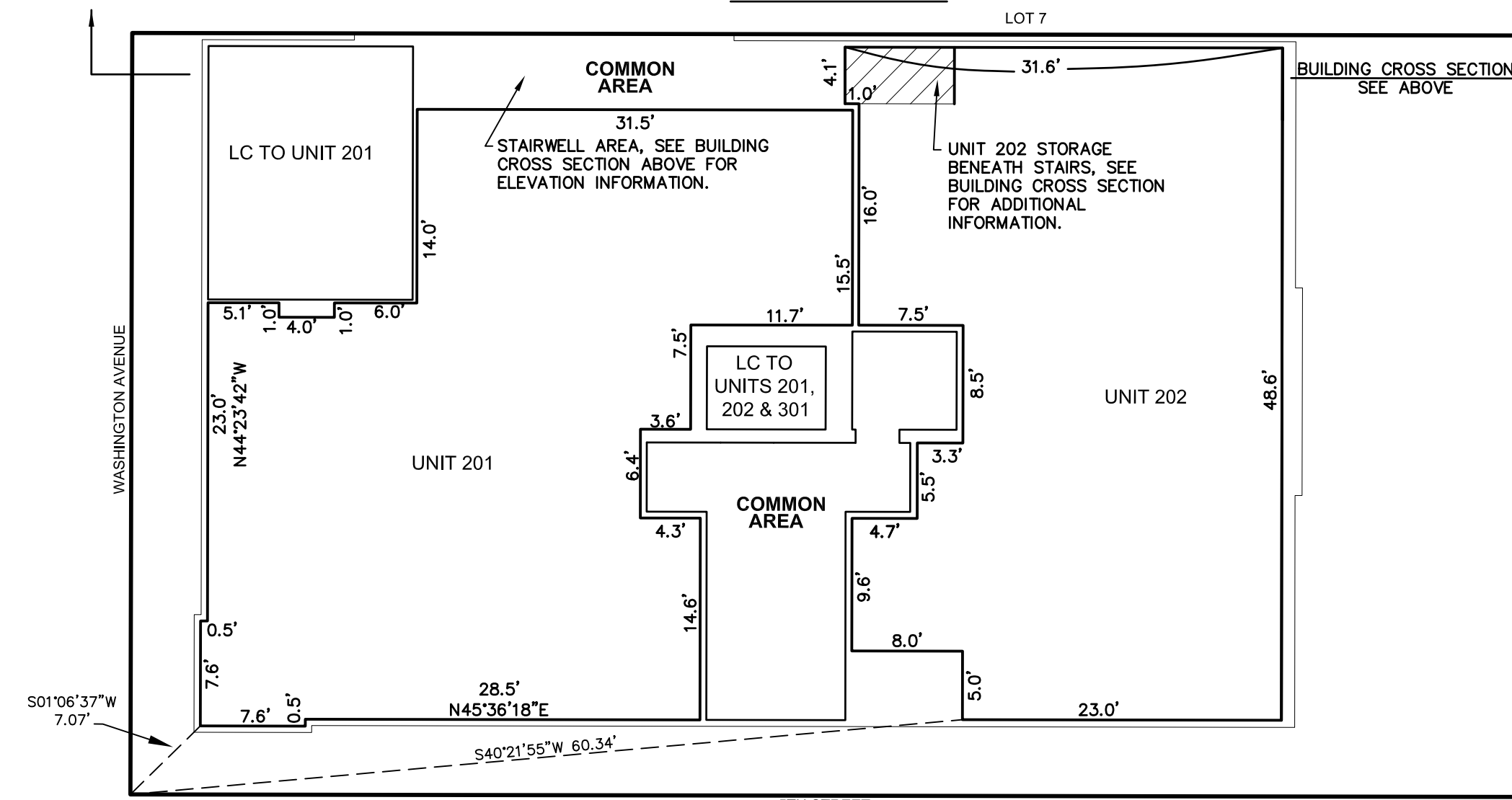
SEE SHEET 1 FOR LOT DIMENSIONS, G.I.S. TIES AND ADDITIONAL NOTES



**FIRST FLOOR**



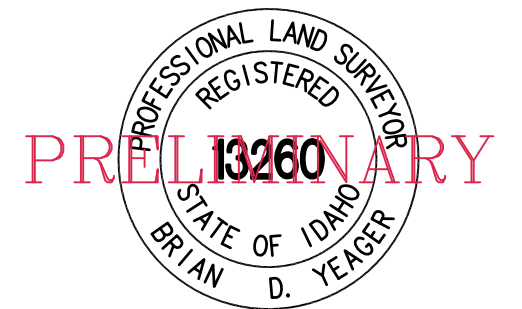
**DETAIL A**  
SCALE 1"=5'



**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.

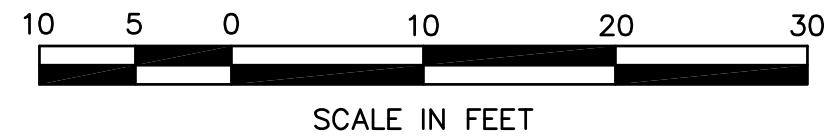


BRIAN D. YEAGER, P.L.S. 13260

KNEEBONE BUILDING  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
SHEET 2 OF 4

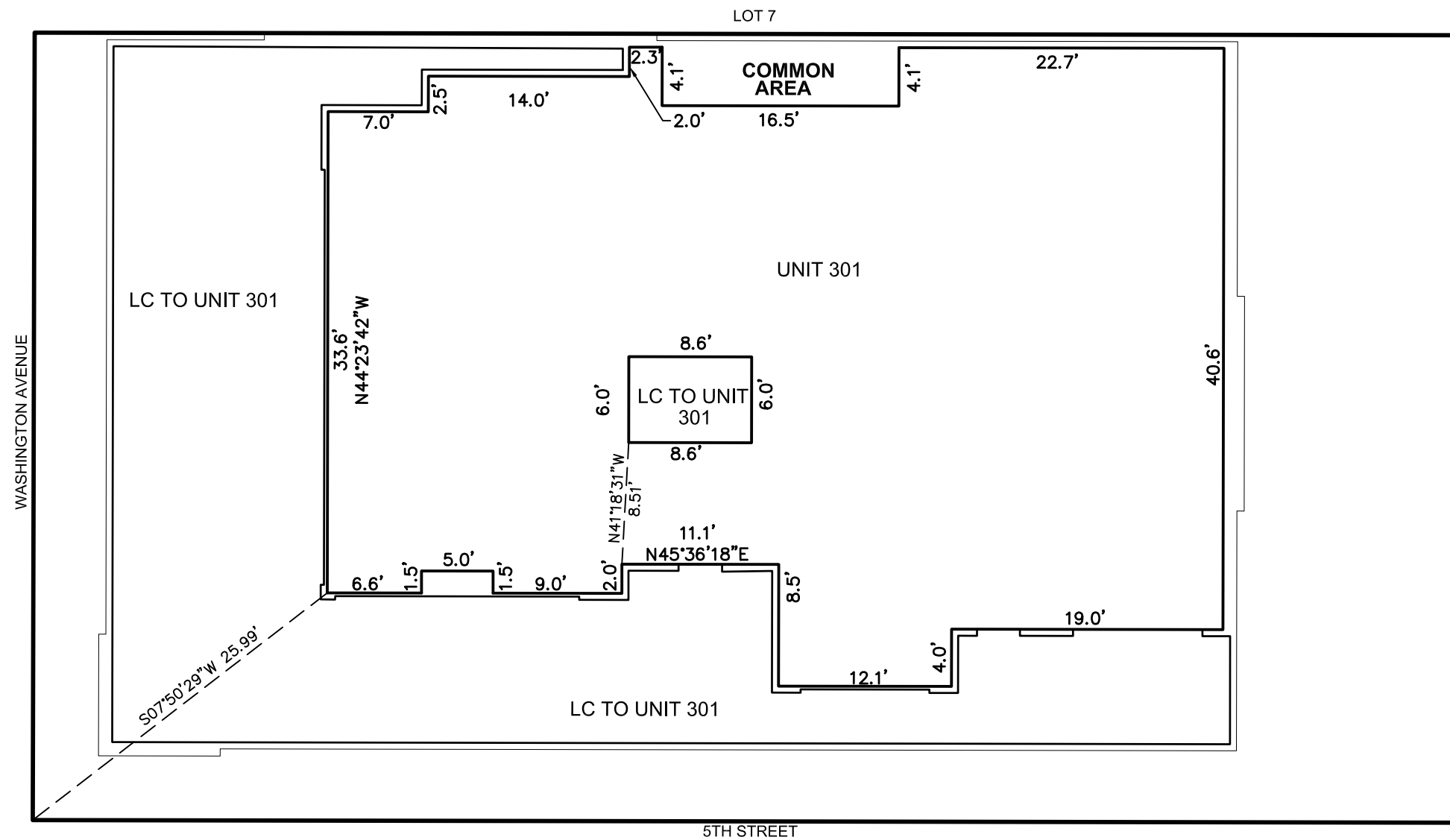
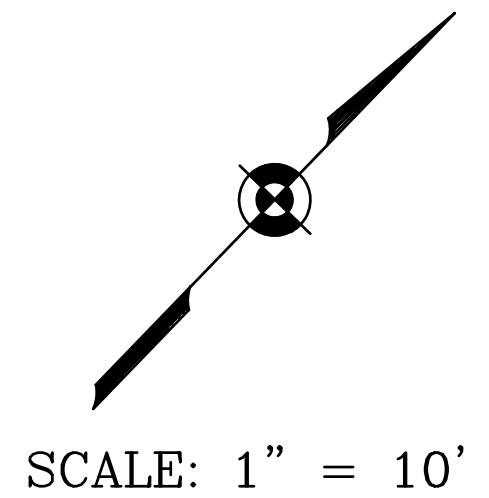
Job No. 7208

# A PRELIMINARY CONDOMINIUM PLAT SHOWING KNEEBONE BUILDING



### LEGEND

- Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- Unit Area under staircase. See building cross section for elevation information.
- CA Common Area
- LC Limited Common
- ME Mechanical
- ST Storage
- CE Ceiling Elevation
- FE Floor Elevation



### THIRD FLOOR

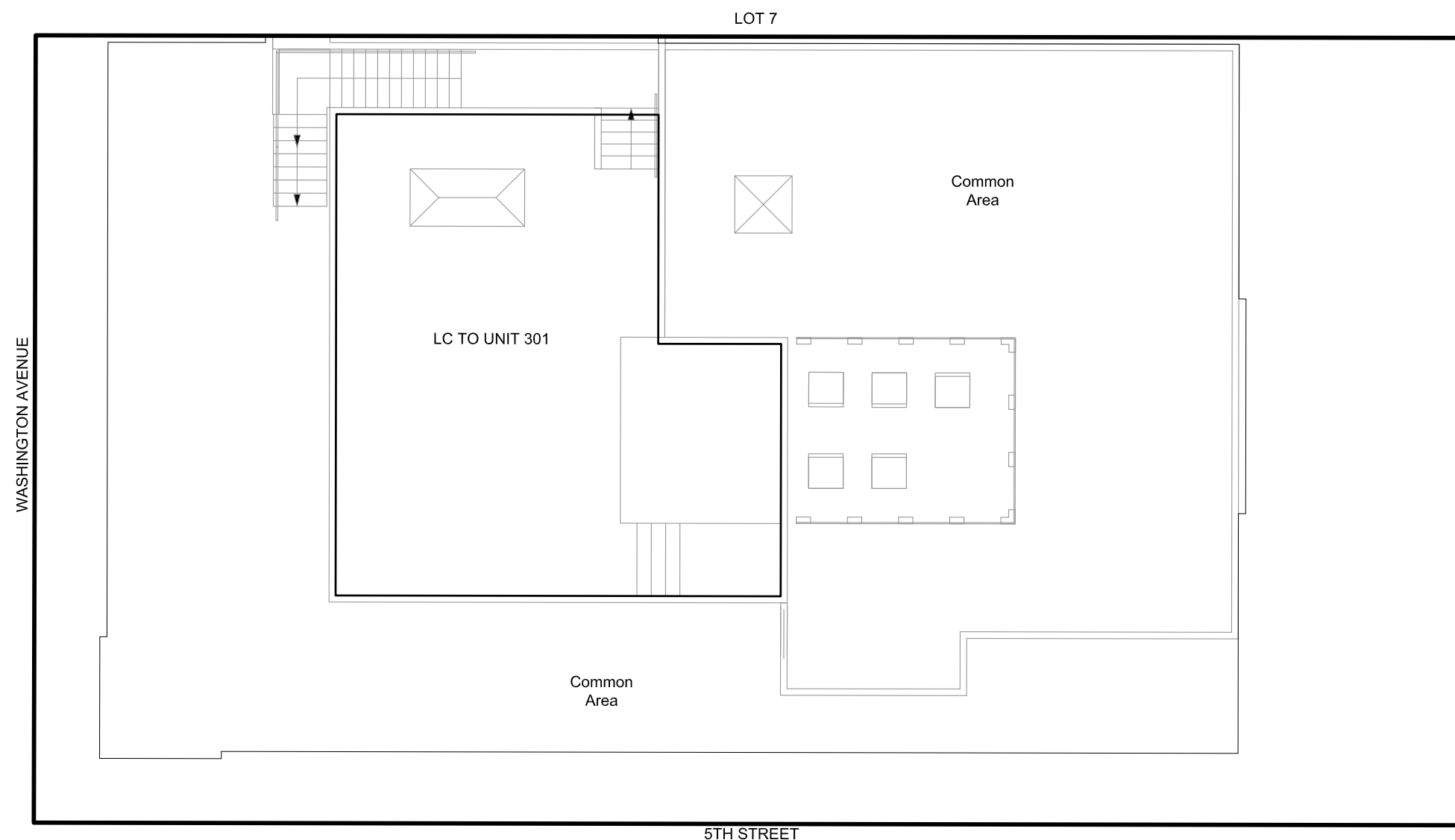
SCALE: 1" = 10'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5858.4'  
THE CEILING ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5867.4'

### NOTES

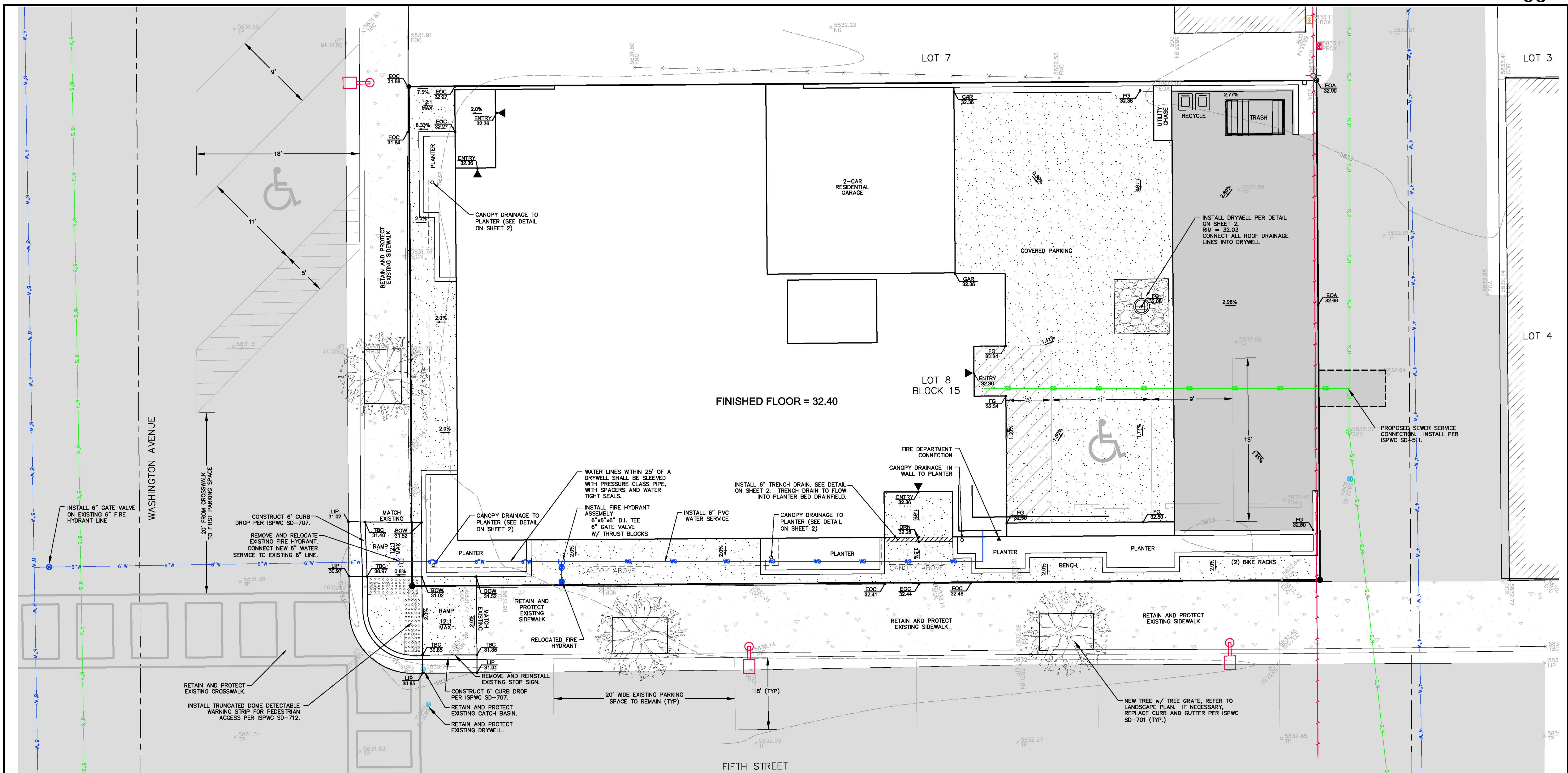
1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR 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.
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SEE SHEET 1 FOR LOT DIMENSIONS, G.I.S. TIES AND ADDITIONAL NOTES

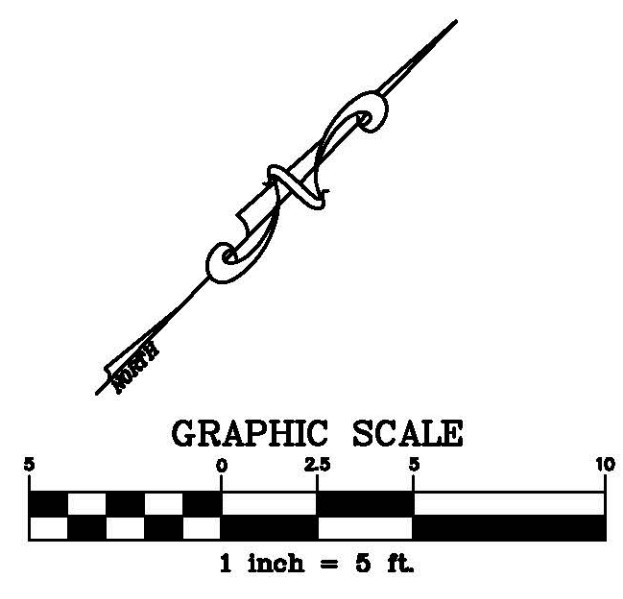


### ROOF

SCALE: 1" = 10'



SEE SHEET 2 FOR NOTES, DETAILS AND DRYWELL SIZING



**LEGEND**

—	Property Line	—	Existing 4" Water Main	⊙	Sign	COR	Building Corner
- - -	Adjoines Lot Line	—	Existing 6" Water Main	⊙	CB = Catch Basin	EOA	Edge of Asphalt
- · - · -	Centerline of Right-of-Way	—	Existing 8" Water Main	⊙	DWELL = Drywell	EOC	Edge of Concrete
▭	Building Canopy	—	Proposed 6" Water Main	⊙	WV = Water Valve	FF	Finished Floor
×	FNC = Fence	—	Proposed 8" Water Service	⊙	FH = Fire Hydrant	LIP	Lip of Gutter
- · - · -	Proposed Sawcut Line	—	Existing 8" Sewer Main	⊙	SMH = Sewer Manhole	NG	Natural Grade
▨	Existing Curb and Gutter	—	Proposed Sewer Service	⊙	SDMH = Storm Drain Manhole	TP	Top of Asphalt
▨	Existing Structure	—	Overhead Power Line	⊙	PP = Utility Pole	TBC	Top Back of Curb
▨	Existing Asphalt	—	1' Contour Interval	⊙	PBOX = Power Box	FG	Finished Grade
▨	Proposed Asphalt (per detail on sheet 2)	—	Proposed Entry Location	⊙	PHBOX = Telephone Riser	EOC 28.00	Proposed Spot Elevation
▨	Existing Concrete	—	Proposed Drywell (per detail on sheet 2)	⊙	Proposed Watermain Fitting	2.00%	Proposed Grade
▨	Proposed Concrete (per ISPPWC SD-709)	—		⊙	Proposed Gate Valve	0.50%	Existing Grade
				⊙	Relocated Fire Hydrant		
				⊙	Proposed Street Light		

NO	DATE	BY	REVISIONS

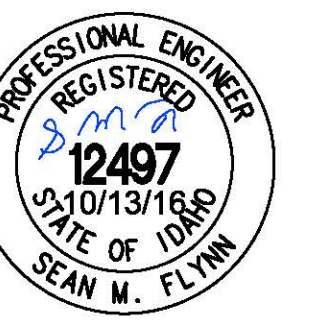
**Galena Engineering Inc.**  
Civil Engineers & Land Surveyors  
317 North River Street  
Hailey, Idaho 83333  
(208) 788-1705  
(208) 788-4612 fax  
email galena@galena-engineering.com

**REUSE OF DRAWINGS**  
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

SMF DESIGNED BY 10/13/16 DATE  
SMF DRAWN BY 10/13/16 DATE  
JJB CHECKED BY 10/13/16 DATE

**GRADING AND UTILITY PLAN**  
**KNEEBONE BUILDING**  
LOCATED WITHIN SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR WILLIAMS PARTNERS ARCHITECTS

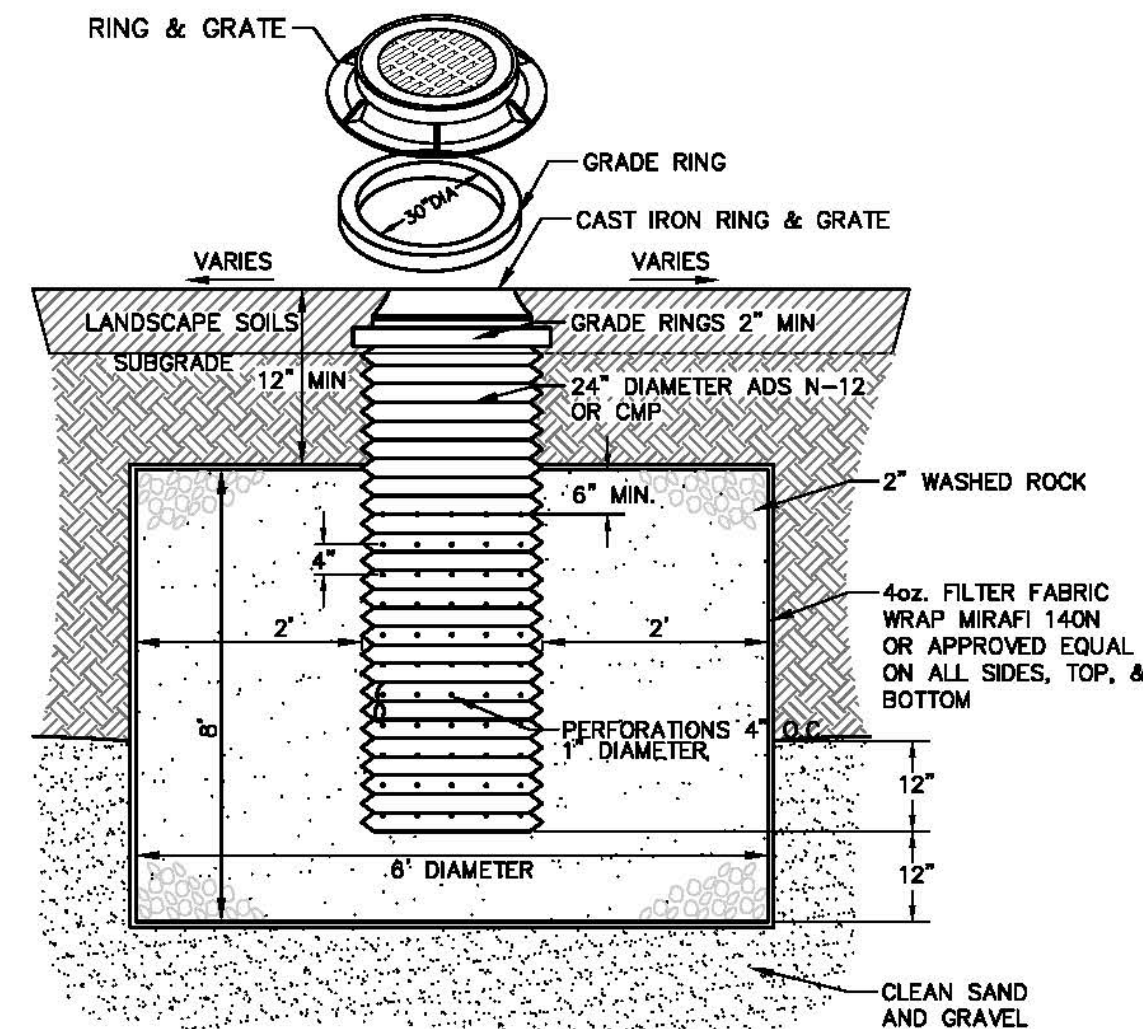
PROJECT INFORMATION  
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**C1**

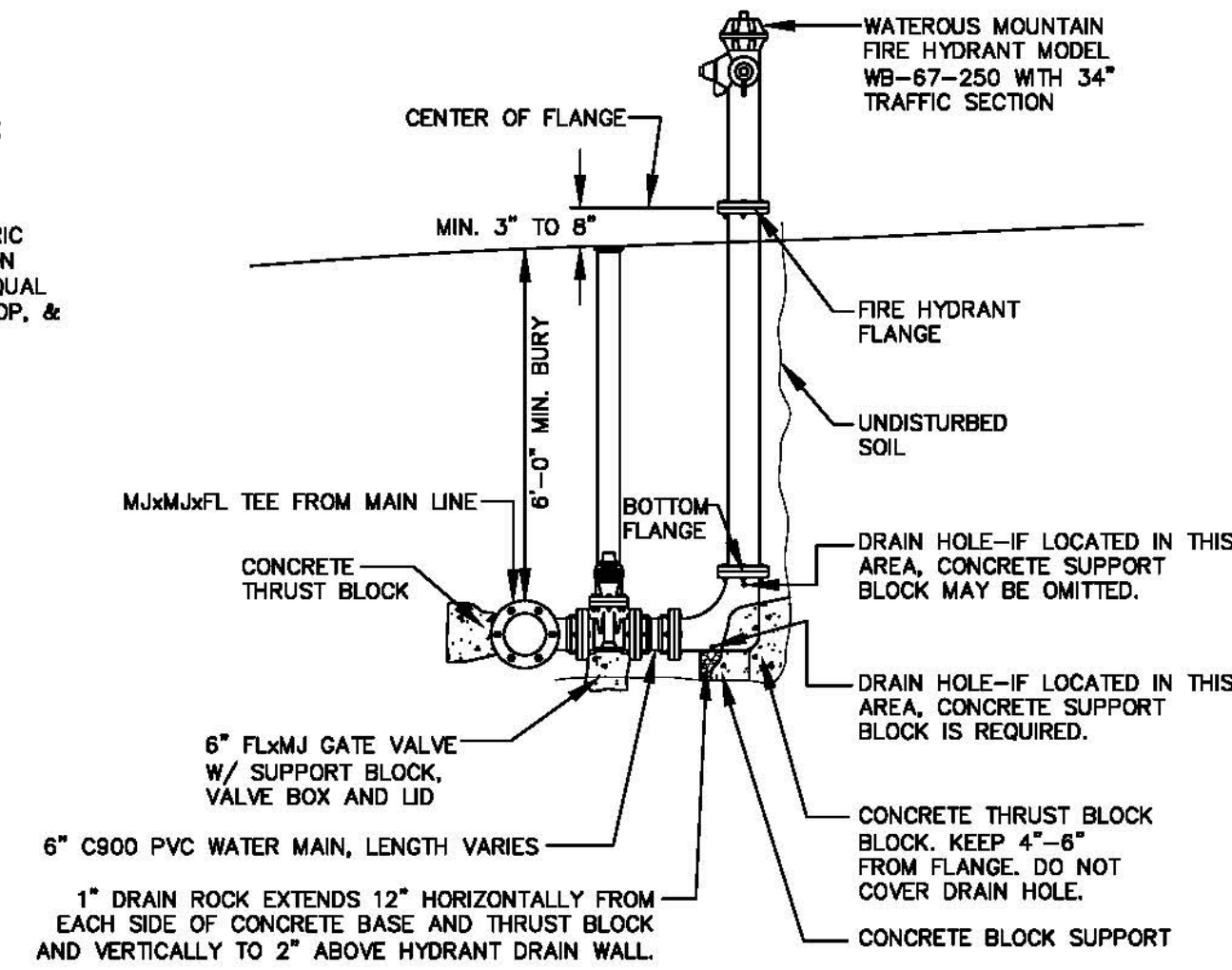
**NOTES**

1. ALL CONSTRUCTION WITHIN THE CITY OF KETCHUM RIGHT OF WAY SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND THE CITY OF KETCHUM STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE PREVIOUSLY MENTIONED STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) AND APPROPRIATE UTILITY OWNERS TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION IF NOT ALREADY OBTAINED BY THE OWNER.
5. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
6. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
7. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
8. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
9. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
10. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 12" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER MUTCD STANDARDS.
12. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
13. ALL TRENCH WORK SHALL CONFORM TO ISPCW SECTION 300. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698, AT A UNIFORM MOISTURE CONTENT.
14. ALL GRAVITY SEWER WORK SHALL CONFORM TO ISPCW SECTION 500. SEWER SERVICE PIPE AND FITTINGS SHALL CONFORM TO ASTM D3034, SDR35 STANDARDS. THE SEWER SERVICE SHALL BE BEDDED WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL TO A DEPTH OF 4" UNDER THE PIPE AND 6" OVER THE PIPE. THE SEWER SERVICE SHALL BE PRESSURE TESTED ACCORDING TO ISPCW SECTION 501.3.4.
15. THE WATER SERVICE SHALL BE CONSTRUCTED IN CONFORMANCE WITH ISPCW SECTION 404. ALL SERVICE PIPE SHALL BE ULTRA-HIGH MOLECULAR POLYETHYLENE PIPE CONFORMING TO ASTM D2239, DESIGNATION P.E. 3408 IRON PIPE SIZE. WATER SERVICE PIPE SHALL BE BEDDED 4" UNDER PIPE AND 6" OVER PIPE WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL.
16. ALL NO PARKING AREAS TO HAVE TOP OF CURB AND FACE OF CURB PAINTED RED.



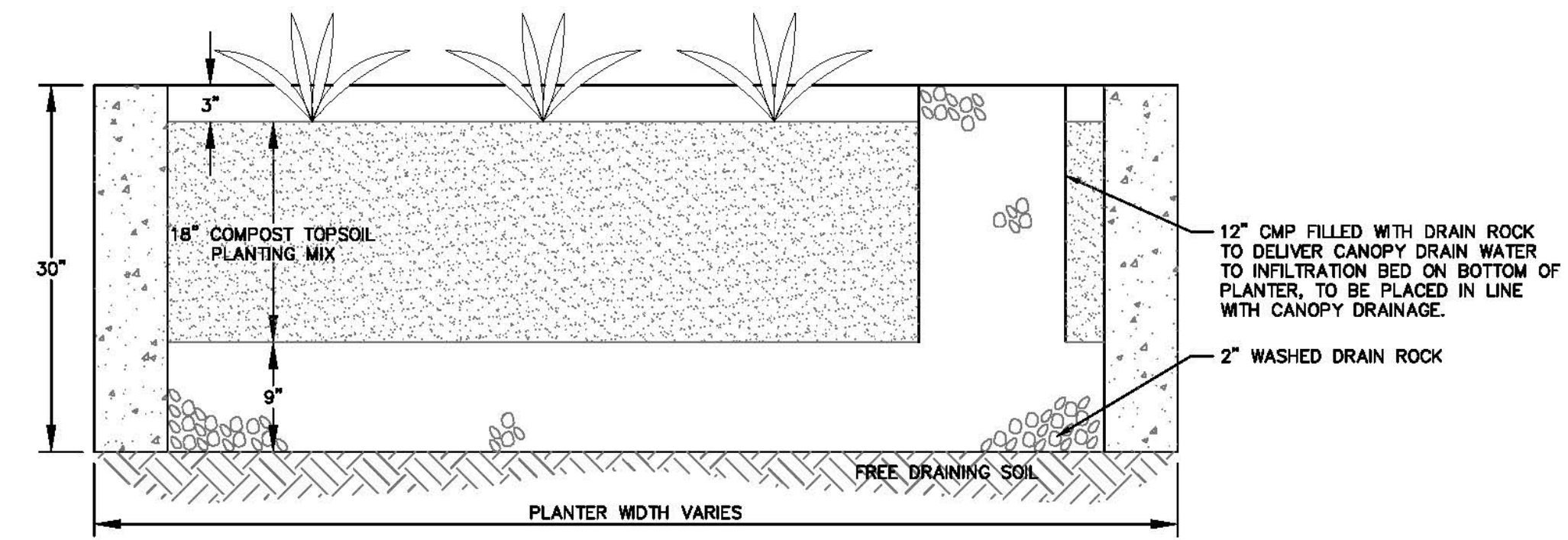
**DRYWELL DETAIL**  
N.T.S.

NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

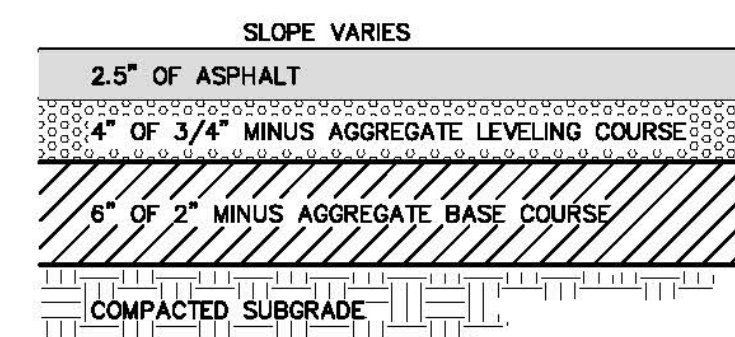


**FIRE HYDRANT ASSEMBLY**  
N.T.S.

NOTE: VALVE SHALL BE FLANGED TO THE TEE FOR THRUST PROTECTION.



**PLANTER INFILTRATION BED DETAIL**  
N.T.S.

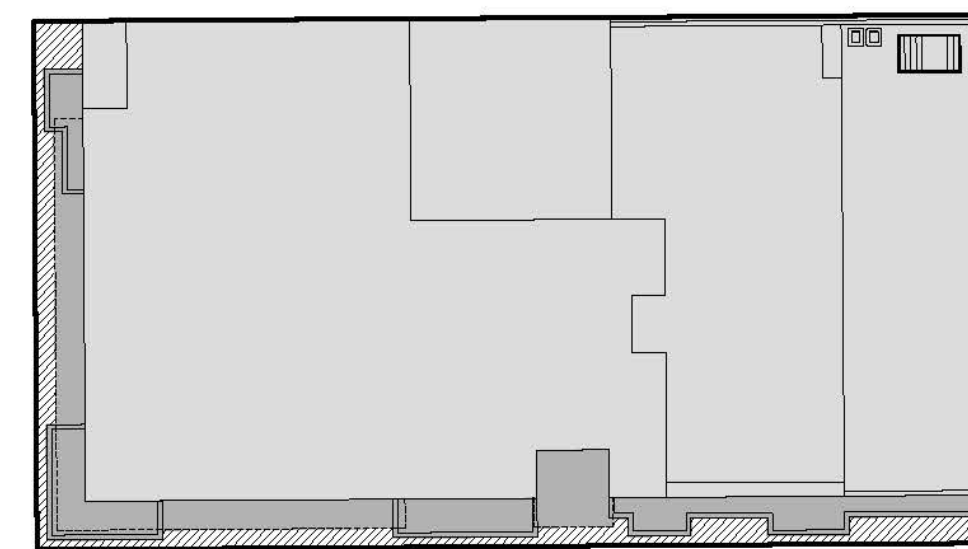


**TYPICAL ASPHALT SECTION**  
N.T.S.

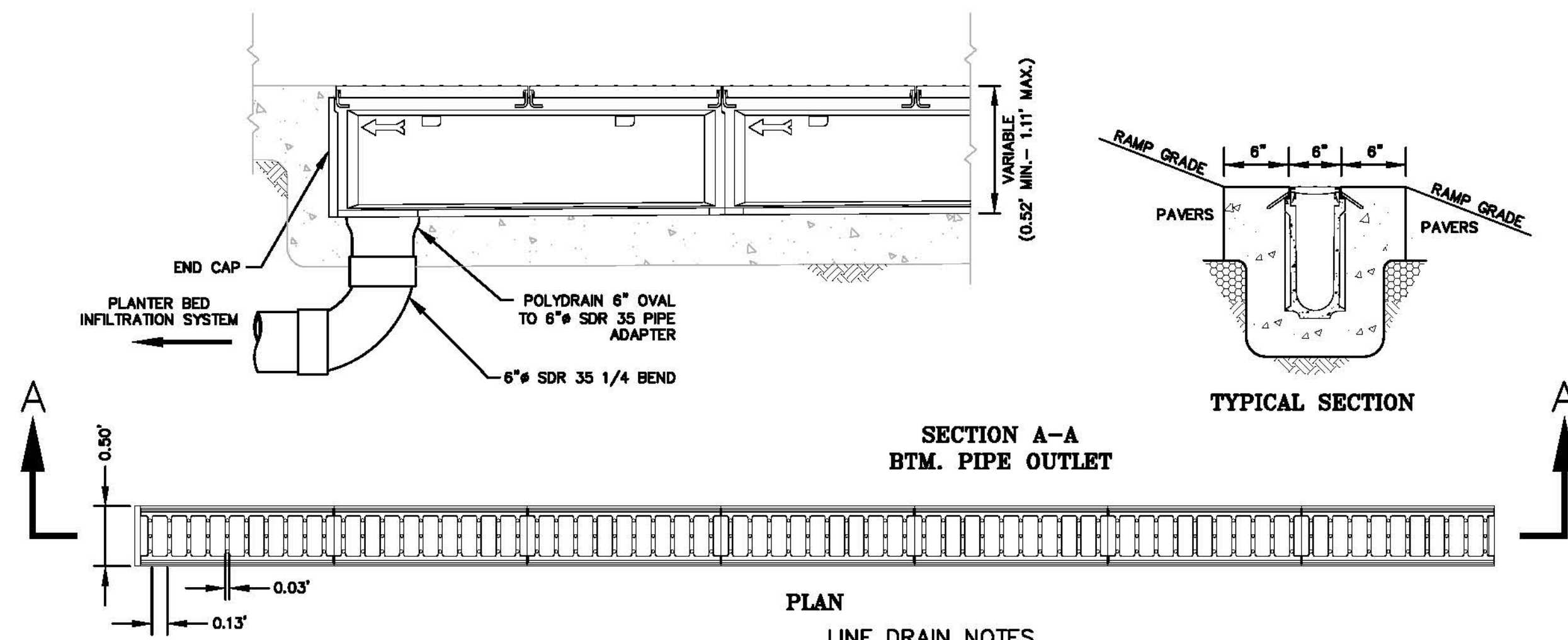
**DRYWELL SIZING METHODOLOGY**

- 1) THE DESIGN CALCULATIONS ARE SHOWN ON THE ADJACENT SPREADSHEET. THE SPREADSHEET IS SETUP AS AN ITERATIVE MODEL WHERE ONE INPUTS THE DIFFERENT PARAMETERS (DESIGN STORM, INFILTRATION RATE, DRYWELL DIMENSIONS, ETC.). THE SPREADSHEET THEN COMPUTES THE STORAGE REQUIRED (BEING THE RUNOFF VOLUME OF THE STORM MINUS THE VOLUME OF WATER THAT PERCOLATES INTO THE GROUND) AND COMPARES THAT TO THE STORAGE PROVIDED. IF THE STORAGE PROVIDED IS LARGER THAN THE STORAGE REQUIRED, THE LAST NUMBER IS LESS THAN ZERO, THE DESIGN PARAMETERS ARE SATISFIED AND THE DRYWELL IS SIZED ADEQUATELY.
- 2) A 1-INCH, 1-HOUR STORM WAS USED FOR THE SIZING CALCULATIONS. DESIGNING TO THIS STORM IS A CONSERVATIVE APPROACH, EXCEEDING THE STANDARDS USED IN THIS GEOGRAPHICAL AREA.
- 3) AN INFILTRATION RATE OF 100 IN/HR WAS USED TO CALCULATE THE AMOUNT OF WATER THAT PERCOLATES DURING THE 1 HOUR STORM.
- 4) THE CALCULATIONS SHOW THAT A 3' DIAMETER, 8' DEEP DRYWELL IS SUFFICIENT TO INFILTRATE THE 4,700 SF DRAINAGE AREA. HOWEVER, A 6' DIAMETER, 8' DEEP DRYWELL WILL BE CONSTRUCTED.

Project	Kneebone Building	Computed by	SMF
Project No.	7208	Date	2/16/2016
Drywell	Covered Parking		
Storm Duration =	1 hr		
Intensity =	1 in/hr		
Runoff Coefficient =	1		
Runoff Area =	0.108 Acres		
Runoff Area =	4,700 ft <sup>2</sup>		
Drain Bed Voids =	40 %		
Infiltration Rate =	100 in/hr		
Drywell Dimensions =			
A =	3 ft		
B =	2 ft		
C =	7 ft		
D =	8 ft		
Bottom Area (A <sub>b</sub> ) =	7.07 ft <sup>2</sup>		
Sidewall Area (A <sub>s</sub> ) =	75.40 ft <sup>2</sup>		
Volume Rock =	34.56 ft <sup>3</sup>		
Volume Pipe =	21.99 ft <sup>3</sup>		
Q <sub>peak</sub> =	C*I*A = 0.11 cfs		
Runoff Volume =	Q <sub>peak</sub> *Time = 391.67 ft <sup>3</sup>		Volume of water that needs to be infiltrated for the 1 hour storm
Perc Area =	A <sub>b</sub> +x*A <sub>s</sub>	x = 67 %	Percentage of walls that water will infiltrate out of
Perc Area =	57.59 ft <sup>2</sup>		Surface area available for water to flow from the dry well and infiltrate
Perc Volume =	479.88 ft <sup>3</sup>		Volume of water infiltrated during 1 hour storm
Storage Required =	Runoff Volume- Perc Volume		You need to store the portion of the storm that will not infiltrate
	-88.21 ft <sup>3</sup>		
Storage Volume =	(V <sub>v</sub> *Void Ratio)+V <sub>p</sub>		Storage available in dry well
	35.81 ft <sup>3</sup>		
Storage Required - Storage Volume			Compares required storage with provided storage.
	-124.03 ft <sup>3</sup>	must be less than zero	If provided storage is greater, number will be negative and the dry well is adequately sized.



Drainage Area Information		
	Square Footage	% of Total Lot
Collected in Drywell	4713	85.61%
Collected in Planter Beds	505	9.17%
Drains to Curb	287	5.21%
	5505	100.00%



**TYPICAL TRENCH DRAIN DETAIL**  
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)  
N.T.S.

- LINE DRAIN NOTES**
1. LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
  2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
  3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
  4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8" BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.
  5. INSTALL HEAT TAPE IN TRENCH DRAIN.

**DRYWELL SIZING INFORMATION**

NO	DATE	BY	REVISIONS

<p><b>Galena Engineering Inc.</b></p>	<p><b>Civil Engineers &amp; Land Surveyors</b> 317 North River Street Halley, Idaho 83333 (208) 788-1705 (208) 788-4612 fax email galena@galena-engineering.com</p>	<p><b>REUSE OF DRAWINGS</b> These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..</p>	<p>SMF DESIGNED BY 10/13/16 DATE SMF DRAWN BY 10/13/16 DATE SMF CHECKED BY 10/13/16 DATE</p>	<p><b>GRADING AND UTILITY DETAILS</b> <b>KNEEBONE BUILDING</b> LOCATED WITHIN SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR WILLIAMS PARTNERS ARCHITECTS</p>	<p><b>C2</b></p>





**CONDOMINIUM DECLARATION AND  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE KNEEBONE BUILDING**

**ARTICLE I**

**Recitals and Certain Definitions**

Section 1.01 The Declarant; the Real Property. Kneebone, LLC, an Idaho 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 Kneebone, 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 C). Notwithstanding such markings, the following are not part of a "Unit": bearing walls, columns, floors, and roofs (except for the interior surface thereof, or a perimeter wall, floor, or ceiling), 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 also includes the interior of any storage areas and/or garages, which are shown on the Condominium Map as part of the particular unit, bounded as described herein for the other portions of the Unit. The ownership of a storage unit or garage is preconditioned on the ownership of a residential 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 Units.

Section 2.04 Limited Common Area. "Limited Common Area" means that Common Area and facilities designated herein for 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.

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 Kneebone Condominium Owners Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.10 Condominium Map. "Condominium Map" means the Condominium Map for the Kneebone Building to be filed for record in the office of the County Recorder of Blaine County, Idaho (attached as Exhibit C) consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description 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 either (1) 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 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 the same as set forth in Exhibit B.

Section 4.02 Limited Common Area. "Limited Common Area" shall consist of decks, balconies, porches, elevator, and heating or other equipment located in an enclosed area adjacent to each Unit or for the exclusive use of such Unit. The deck or decks, balcony or balconies, porch or porches, and individual heating or other equipment adjoining a Unit shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation. The elevator shall be used in connection with the Units located on the second and third floors.

Section 4.03 Parking Area. The Association shall maintain as a part of the Common Area, a parking area for the use of Condominium Owners, tenants, and occupants, or their invitees, consisting of three parking spaces.

Section 4.05 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Area if the combined Units become subject to separate ownership in the future.

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 use by such Owner.

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 C, 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 that 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 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 parts of the Project from time to time during such reasonable hours as may be necessary, 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. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

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). The Association shall also maintain the right to enter into agreements with Owners to allow non-exclusive 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 to 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 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 D 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. Each Owner shall be entitled to one membership for each Condominium owned by that Owner. 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 member shall have the voting rights and percentage ownership interest as is set forth in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibit D, and each Owner shall be entitled to vote their percentage membership voting interest as set forth in Exhibit B attached to this Declaration. The voting rights and interests of each member owner will not in all cases be equal. 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 old members.

Section 7.03 Election of Directors. In any election of the members of the Board of Directors, the candidates receiving the highest number of voting interest, up to the number of Board of Directors members to be elected, shall be deemed elected. Any director may be removed from office by a vote of 2/3 of the membership voting interest entitled to vote at an election of directors.

A director elected by the board may be removed without cause by the vote of two-thirds (2/3) of the directors then in office; provided however, that a director elected by the board to fill the vacancy of a director elected by the members may be removed without cause by the members, but not the board. A director may be removed for missing two (2) consecutive board meetings, if a majority of the directors then in office vote for the removal. A director elected by members may be removed by the members only at a meeting called for the purpose of removing the director and the meeting notice must state that the purpose, or one (1) of the purposes, of the meeting is removal of the director.



Section 7.04 Transfer. Except as otherwise expressly stated herein, any of the rights, interests, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owner as set forth herein.

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 owners of Units on the second and third floors shall maintain and repair the elevator as their Limited Common Area. The cost of such maintenance and repair shall be allocated as follows: Unit 301, 44.55%; Unit 201, 28.97%; Unit 202, 26.49%. 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 so as to maintain clear access, ingress and egress, to all driveways, parking areas, and pedestrian pathways and sidewalks. The Association shall additionally maintain the general building mechanical and electrical systems and any restrooms located in the Common Area.

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. The Association may hire an outside building manager and may oversee such manager in the performance of these duties. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article IX. 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.

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 respective membership voting interests. 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 make reasonable rules and regulations governing the use of the Units and of the overall Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular areas within the Common Area for exclusive use by Owners of particular Condominiums including but not limited to the right of the Association to designate 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 may make reasonable rules and regulations governing the use of all Common Area which rules and regulations shall be consistent with the rights and duties established in this Declaration. 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 and agree therefor, 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. 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 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, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. 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. 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.

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 as provided herein, shall be secured by a lien on such Condominium Ownership 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 may 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 the Association and may 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.

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 shall 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.

## ARTICLE X

### Use of Condominiums

Section 10.01 Condominiums. Condominium Units 201 and 301 may be used for residential purposes, or for any trade or business which creates no greater burden

on the remaining Units as would be created by reasonable residential use, including, but not limited to any unreasonable additional burden on parking, foot traffic, noise, odors, trash, heating, air conditioning or Common Area maintenance.

Condominium Units 101, 102 and 202 shall be used for commercial and/or office uses, excluding restaurants or food services of any kind. No Unit shall be used for any purpose not allowed by "community commercial zoning" as that term is defined by the Ketchum 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. 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. No vehicle shall be parked within the Common Area other than within the one of the three designated parking spaces located on the ground floor ("parking area"). 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. No exposed storage shall be permitted anywhere on the property. No camper, RV, trailer or boat storage shall be permitted within any part of the Project. No vehicle may be parked so as to block or impede access to the garage or storage areas. No vehicle may be parked within the parking area for a period of more than 48 consecutive hours without prior authorization 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 Board of Directors (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 Board of Directors.

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 Board 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 Board 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.

## 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 all Owners 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, as reflected on the real estate record of Blaine County, Idaho, representing an aggregate record ownership interest of seventy-five percent (75%) or more of the Units 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 as set forth in Exhibit B. 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 Dissents From the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the record Owners representing an aggregate record ownership of more than seventy-five percent (75%) of the affected area may cancel the plan by written instrument recorded in Blaine County, Idaho, real estate records. If the plan is not cancelled, then the ownership interest of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he, she, or it is unable to agree with the other shall be the "Commencing Date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the Commencing Date each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party appoint and associate with that appraiser another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, the two appraisers shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers, and the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 13.04 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the affected

ownership interest exceeding the obligations secured by liens on such ownership interest and upon the marketability of the title of the Owner. The Owner shall furnish the Association with an appropriate abstract of title or commitment for title insurance evidencing marketability of such Owner's title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for the ownership interests of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominium of such Owners as the dissenters.

Section 13.04 Sale of Obsolete Project. The Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the total square footage of the Project 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 as set forth in Exhibit B to this Declaration. 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 13.05 Distribution of Excess. In the event amounts collected pursuant to Section 13.02 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 XV

### Revocation or Amendment

This Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate membership voting interest of seventy-five percent (75%) or more, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, 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 XVI

### 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 XVII

### Miscellaneous

Section 17.01 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 17.02 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 17.03 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 17.04 Mediation. 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 17.05 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 17.06 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 17.07 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 17.08 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 17.09 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 October, 2016.

Kneebone LLC, an Idaho Limited Liability Company

\_\_\_\_\_  
By Matthew McNeal

**ACKNOWLEDGMENT**

State of Idaho )

)ss

County of Blaine )

On this \_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a Notary Public, personally appeared Matthew McNeal, 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**

**Ketchum Lot 8 Block 15, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.**

**EXHIBIT B****Percentage of Ownership Interest in Common Area, Membership Voting Interest and Legal Descriptions of Condominiums**

The percentage of ownership in the Common Area of the Project which is allocated to each Condominium for purposes of (1) tax assessment under Section 55-1514, Idaho Code; (2) liability as provided in Section 55-1515, Idaho Code; (3) assessment for Joint Common Area operation and maintenance; and for membership voting interests are as follows:

Unit Number	Area (sq.ft.)	Percentage of Interest in Common Area of Project*	Membership Voting Interest*
101	919.5	13.73%	13.73%
102	605.4	9.04%	9.04%
201	1497.8	22.37%	22.37%
202	1369.5	20.45%	20.45%
301	2303.5	34.40%	34.40%
Total	6695.7	100.00%	100.00%

\*The Percentage Interest In Common Area and the Membership Voting Interest are fixed by taking as a basis the square footage of the interior floor area of each Unit in relation to the square footage of the interior floor area of all of the Units as a whole.

The legal description of Units 101 and 201 is:

Condominium Unit \_\_\_\_, including Storage Unit, as shown on the Condominium Map for the Kneebone Building appearing in the records of Blaine County as Instrument No. \_\_\_\_\_, and as defined and described in that Condominium Declaration for the Kneebone Building in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

The legal description of Units 102 and 202 is:

Condominium Unit \_\_\_\_ as shown on the Condominium Map for the Kneebone Building appearing in the records of Blaine County as Instrument No. \_\_\_\_\_, and as defined and described in that Condominium Declaration for the Kneebone Building in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

The legal description of Unit 301 is:

Condominium Unit \_\_\_\_, including Garage, as shown on the Condominium Map for the Kneebone Building appearing in the records of Blaine County as Instrument No. \_\_\_\_\_, and as defined and described in that Condominium Declaration for the Kneebone Building in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

**EXHIBIT C**

**(Condominium Map)**



**EXHIBIT D**

**(By Laws and Articles of Incorporation)**

**BYLAWS****OF****KNEEBONE CONDOMINIUM OWNERS ASSOCIATION, INC.****ARTICLE I****Principal Office**

The Principal office of Kneebone Condominium 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. 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 two-thirds (2/3) of the total number of votes 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 all the directors entitled to vote in respect to the subject matter thereof.

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

## ARTICLE IV

### 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 owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association shall be determined as set forth in Exhibit B of the Condominium Declaration and Covenants, Conditions and Restrictions for the Kneebone Building. Exhibit B of The Condominium Declaration sets forth the voting rights of each Owner of a Condominium in the Project. The voting rights and interests of new members shall be determined in the same way as such rights were determined for old members.

The total membership voting interest shall be 100% and attach to membership certificates to be exercised by members of the Association, all of which votes shall be exercised by the members of the Association from and after the date of the incorporation. Each Condominium shall be entitled to the membership voting interest as set forth in Exhibit B of the Condominium Declaration and Covenants, Conditions and Restrictions and shall be divided among the owners of such unit if the unit is held

by more than one person. 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 and transaction of such other matters as may properly come before the meeting shall be held at 9:00 a.m. on the last Thursday of October of each year or on such other convenient date as the members mutually agree in a convenient location in the County of Blaine, State of Idaho, or such other location as the members mutually agree. 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 Article X of the Articles of Incorporation of this Association, the Condominium Declaration and Covenants, Conditions and Restrictions for Kneebone Project 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 the Kneebone Building.

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 two-thirds (2/3) vote of the membership voting interest of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article VII of the Articles of Incorporation at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered. These Bylaws may also be amended or repealed or new bylaws adopted at any meeting of the Board of Directors by the vote of at least a majority of the entire Board of Directors; provided, any bylaw adopted by the Board of Directors may be amended or repealed by the members in the manner set forth above.

Any proposal to amend or repeal these Bylaws or to adopt new Bylaws shall be stated in the notice of the meeting of the Board of Directors or in the waiver of notice thereof, as the case may be, unless all of the directors are present at such meeting.

APPROVED AND ADOPTED this \_\_\_\_ day of October, 2016, by the undersigned members of the initial Board of Directors of the Association.

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Matthew McNeal

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Stephen Kearns

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Robin Story





## Planning and Zoning

### Regular Meeting

~ Minutes ~

480 East Avenue North  
Ketchum, ID 83340  
<http://ketchumidaho.org/>

Keshia Owens  
(208) 726-7801

Monday, October 24, 2016

5:30 PM

Ketchum City Hall

Commissioners Present: Jeff Lamoureux, Commissioner  
Erin Smith, Commissioner  
Betsy Mizell, Commissioner

Commissioners Recused: Steve Cook, Chairperson

Staff Present: Micah Austin, Director of Planning & Building  
Brittany Skelton, Senior Planner  
Keshia Owens, Planning Technician

Members of the Public

1. **5:00 PM SITE VISIT: NexStage Theater Performing Arts Center Pre-Application Design Review 120 South Main Street/111 South Leadville Avenue – continued to November 14, 2016**

2. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**

Commissioner Lamoureux called the meeting to order at 5:33 PM.

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

No public comment.

4. **COMMUNICATIONS FROM STAFF**

a. **NexStage Theater Performing Arts Center Pre-Application Design Review: The applicant is proposing a complete reconstruction of the existing performing arts facility, which is located on two adjacent lots. The properties are 0.126 acres and 0.126 in size and are zoned Community Core (CC), Sub-district A.**

**COMMENTS:**

Austin said the project will be continued because the applicant has made significant changes to the plans.

Commissioner Mizell motioned to continue the application from Sun Valley Performing Arts Center for Pre-Application Design Review to November 14, 2016 in order to address design changes.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Betsy Mizell, Commissioner
<b>SECONDER:</b>	Erin Smith, Commissioner
<b>AYES:</b>	Lamoureux, Smith, Mizell
<b>RECUSED:</b>	Steve Cook, Commissioner

- b. **Continued from Monday, June 13, 2016, Monday, June 27, 2016, Monday, July 11, 2016, Monday, July 25, 2016 and Monday, October 10, 2016 – Bracken Station Conditional Use Permit Public Hearing: 911 North Main Street, Ketchum, ID (Ketchum AM Lot 5A Block 30 18,590 SF). The applicant is proposing to construct a motor vehicle fueling station with accessory food service. The property is 0.435 acres in size and zoned Light Industrial-1 (LI-1).**
- i. **Appendix A: “Bracken Station Traffic Impact Study Updated”, dated October 3, 2016**

Austin said that at the last meeting the Commission voted to close all public comment because the Commission found that they had all the information they needed on the project. He added that tonight's meeting will focus only on deliberation of the project.

Bonney said that the applicant has requested to submit an amended application with some material changes to the project. She added that this is up to the Commission's discretion on whether they want to allow them to submit an amended application and it is always within the applicant's rights to withdraw the application. She then stated that either way the Commission would be seeing this project again, but if the Commission allows them to amend the application they would be able to consider the established record and any changes. If the Commission considers a new application then everything that was previously available will be put back on record, but a portion of this record would be no longer relevant because the applicant would have made changes.

Austin later said that his recommendation is to continue the project with the deliberation because the Commission, at the last meeting, made a finding that there was enough information to make their decision. He also stated that the applicant has had ample time to bring up a new scenario to address any concerns.

#### **Applicant's comments:**

Ned Williamson, attorney's applicant, said that they would like to continue the project to submit a new design that would help with the site's circulation and if that doesn't help then they will withdraw the application and submit a completely new one.

Steve Cook, applicant's architect, said that the project is down to onsite circulation as the biggest issue and there was somewhat of a disconnect between staff's opinion and what the applicant submitted. He then stated that they will bring in more specific data and clarify any issues with the project.

Jim Laski, attorney, stated that if the applicant can submit new information then the public should be given time to review the new information that has been submitted.

#### **Directives**

- Add applicant's documents to website and make it publicly accessible
- If new information is submitted the project should reopen for public comment

Commissioner Smith made a motion to continue the Bracken Station conditional use permit hearing to a date certain of December 12, 2016 with the applicant needing to have all of their paperwork and application materials to the Commission and the Department of Planning and Zoning by November 23, 2016 and staff will add all paperwork on the Ketchum, Idaho website as soon as feasible and the public comment period will be closed with the exception of the new material.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Betsy Mizell, Commissioner
<b>SECONDER:</b>	Erin Smith, Commissioner
<b>AYES:</b>	Lamoureux, Smith, Mizell
<b>RECUSED:</b>	Steve Cook, Commissioner

- c. **Continued from Monday, September 26, 2016 - Zoning Code Amendments, Phase II: Public Hearing for city-initiated amendments to Chapter 17.125, Off Street Parking and Loading, to align the parking ordinance with objectives of the Comprehensive Plan, to promote uses that contribute to the vitality of downtown, to incentivize Community Housing, and to better reflect the needs of our full time and seasonal residents and visitors.**

**COMMENTS:**

Austin said that staff recommends approving the ordinance to City Council and asked the Commission to consider parking on the street in the wintertime, but this will be incorporated into the ordinance for City Council. He later stated that if this ordinance were to be approved tonight, the City would not see its effects for years because the changes affect new businesses and new construction. He also stated that this will benefit every application in the future, even though we won't see the changes from some time. He added that staff has already made a finding that show the current parking ordinance isn't working and not approving this ordinance will only hurt current businesses.

Skelton said that adoption of this new proposed ordinance which pertains just to the onsite parking should be looked at as the first in a multifaceted review of downtown parking. She noted that the onsite parking changes would move redevelopment of parcels downtown more quickly than waiting to tackle many different things all at once. She then stated that it is in the best interest of the City and the public to look at onsite parking more closely, instead of looking at parking across the board. She also noted that staff was asked to consider alternative parking requirements, either for developments in the Community Core that are entirely residential or projects with higher floor area ratios. She mentioned that staff also reached out to local stakeholders and provided graphics illustrating the requirements of the proposed ordinance.

**Public comment:**

- Cyndi Forgeon, Best Western Plus Kentwood Lodge, said that they are concerned with commercial parking and hearing the recommendation to have downtown residential parking on the street is a discrimination. She added that with the many events in Ketchum people park in their parking lot and guests are displaced. She then said that they are already designated parking all along their area, but Best Western now has the Nextstage Theater and construction workers parking in their area and this is very concerning. She stated that they put "no parking" signs in their area, but people continue to ignore them and she hopes that the Commission considers some alternatives.
- Mary Jane Conger, Ketchum resident, said that her concerns are bit broader and asked as tourist come into town by car where will they park in the summer and winter. She also asked where will drivers of very large RVs park, as they take up so much space on the highway and in downtown.
- Bob Crosby, Sun Valley Board of Realtors, said that code should not be changed because it already has the provision of on-street residential parking in it. He added that the provision that needs to stay in place is that of the on-street parking credit and making sure that it is not

discriminated against regardless of the use. He stated that he agrees that this will cause some debate, but he would support this if the on-street credit for residential development is stated clearly. He also noted that it is important for them to point out the fact that the incremental credit that brings the draft proposal to zero for residential buildings is coincidental and is related to the very samples used in their analysis. He later stated that in some instances when developer is working on units under 3,000 feet, there is also a requirement of an overlay of market reality for this to work from a developer's perspective.

Commissioner Lamoureux made a motion to recommend approval of these amendments to Chapter 17.125 with the addition of the modifications, such that the credit is applied across all types of development. The on-street parking credit is provided for all types of development and that the Commission finds that these amendments are in compliance with the Comprehensive Plan, Zoning Ordinance, and the Subdivision Ordinance.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeff Lamoureux, Commissioner
<b>SECONDER:</b>	Erin Smith, Commissioner
<b>AYES:</b>	Cook, Doty, Lamoureux, Smith, Mizell

## 5. CONSENT CALENDAR

### a. Findings: Belling Driveway/Landscape Remodel Waterways Design Review

#### COMMENTS:

Commissioner Mizell made a motion to approve the findings for Belling Driveway/Landscape Remodel Waterways Design Review.

### b. Minutes: October 10, 2016

#### COMMENTS:

Remove Commissioner Cook from present

4a- increase the amount of pervious surface on the property

Page 5- remove Cook and Doty

Commissioner Mizell made a motion to approve the minutes from October 10, 2016.

## 6. FUTURE PROJECTS AND NOTICING REQUIREMENTS

November 14<sup>th</sup>

NextStage Theater pre-application design review and conditional use permit

November 28<sup>th</sup>

Nothing scheduled yet

December 12<sup>th</sup>

Bracken Station conditional use permit

**7. STAFF REPORTS & CITY COUNCIL MEETING UPDATE**

Skelton said that Foxhole is moving toward Final Plat with City Council on November 7th and the Sign Code will also be in its third reading.

**8. Commission reports and ex parte discussion disclosure**

**9. ADJOURNMENT**

Commissioner Mizell adjourned and Commissioner Smith seconded.

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Steve Cook  
Planning and Zoning Commission Chairperson